

April 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 CUYAHOGA COUNTY BENNETT ROAD PATH MTG. 6:00	5 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS, UTILITIES AND R&O 6:00	6 PLANNING COMMISSION 7:00 CAUCUS 6:45	7 SPECIAL CIVIL SERVICE MTG 4:00 PROPOSED SANITARY SEWER PROJECT EDGERTON MTG. 6:00	8	9
10	11 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	12	13	14	15	16
17 <i>EASTER SUNDAY</i>	18	19 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	20	21	22	23
24	25	26 RECREATION BOARD 6:00	27 PLANNING COMMISSION 7:00 CAUCUS 6:45	28 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	29	30

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

May 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS AND UTILITIES 6:00	4 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS AND UTILITIES 6:00 PLANNING COMMISSION 7:00 CAUCUS 6:45	5	6	7
8 MOTHER'S DAY	9 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	10	11	12	13	14
15	16	17 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	18	19	20	21
22	23	24	25	26 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	27	28
29	30 MEMORIAL DAY	31 RECREATION BOARD 6:00				

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

**NORTH ROYALTON CITY COUNCIL
A G E N D A
APRIL 19, 2022**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

REGULAR ORDER OF BUSINESS

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: April 5, 2022
 - b. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Paul Marnecheck
Review & Oversight	Jeremy Dietrich
Safety	Michael Wos
Storm Water	Linda Barath
Streets	Joanne Krejci
Utilities	Dawn Carbone-McDonald
10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	John Nickell
Planning Commission	Paul Marnecheck
Recreation Board	Jeremy Dietrich
11. Public Discussion: Five minute maximum, on current agenda legislation only.
12. LEGISLATION

THIRD READING CONSIDERATION

1. **22-55 - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FLOCK SAFETY FOR FLOCK FALCON CAMERAS, INSTALLATION AND PROFESSIONAL SERVICES FOR THE NORTH ROYALTON POLICE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$41,250.00, WITH AN ANNUAL PROFESSIONAL SERVICES COST OF \$37,500.00.00, AND DECLARING AN EMERGENCY. Safety Committee recommended approval March 15, 2022. First reading March 15, 2022. Second reading April 5, 2022 and referred to Safety Committee.**

SECOND READING CONSIDERATION

1. **22-61 - AN ORDINANCE ADDRESSING THE PROVISIONS OF AMENDED SUBSTITUTE H.B. 172 CONCERNING THE RIGHT OF MUNICIPALITIES TO RETAIN THE REGULATIONS AND PROHIBITIONS ON THE DISCHARGE, IGNITION AND EXPLODING OF FIREWORKS THAT EXISTED PRIOR TO THE ENACTMENT OF AMENDED SUBSTITUTE H.B. 172, AND DECLARING AN EMERGENCY. First reading April 5, 2022 and referred to Safety Committee.**

2. **22-62** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 4 TRAFFIC CODE, TITLE SIX, CHAPTER 432 OPERATION GENERALLY, SECTION 432.30 STOPPING FOR SCHOOL BUS; ACTUATING VISUAL SIGNALS; DISCHARGING CHILDREN, PARAGRAPH (f)(1), AND DECLARING AN EMERGENCY. **First reading April 5, 2022 and referred to Safety Committee.**
3. **22-63** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 12 PLANNING AND ZONING CODE, CHAPTER 1260 GENERAL PROVISIONS AND DEFINITIONS, SECTION 1260.07 DEFINITIONS TO ADD APPROPRIATE DEFINITIONS FOR ACCESSORY BUILDINGS, AND DECLARING AN EMERGENCY. **First reading April 5, 2022 and referred to Planning Commission.**
4. **22-64** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 12 PLANNING AND ZONING CODE, CHAPTER 1270 RESIDENTIAL DISTRICTS (OTHER THAN SENIOR CITIZEN AND RURAL RESIDENTIAL DISTRICTS), SECTION 1270.04 AREA, YARD AND HEIGHT REGULATIONS, PARAGRAPH (g), AND DECLARING AN EMERGENCY. **First reading April 5, 2022 and referred to Planning Commission.**
5. **22-65** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWELVE PLANNING AND ZONING CODE, CHAPTER 1270 RESIDENTIAL DISTRICTS, SECTION 1270.12 YARDS FOR ACCESSORY BUILDINGS AND USES, PARAGRAPH (a), AND DECLARING AN EMERGENCY. **First reading April 5, 2022 and referred to Planning Commission.**
6. **22-66** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWELVE PLANNING AND ZONING CODE, CHAPTER 1270 RESIDENTIAL DISTRICTS, SECTION 1270.12 YARDS FOR ACCESSORY BUILDINGS AND USES, BY REPEALING PARAGRAPH (b), AND DECLARING AN EMERGENCY. **First reading April 5, 2022 and referred to Planning Commission.**
7. **22-67** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWELVE PLANNING AND ZONING CODE, CHAPTER 1270 RESIDENTIAL DISTRICTS, SECTION 1270.19 DWELLING UNIT AREA REQUIREMENT, PARAGRAPH (d), AND DECLARING AN EMERGENCY. **First reading April 5, 2022 and referred to Planning Commission.**

FIRST READING CONSIDERATION

- * 1. **22-68** – A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF PATROL OFFICER TIMOTHY KLEIN.
- * 2. **22-69** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF PATROL OFFICER JOHN TRESSEL.
- * 3. **22-70** - AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO CERTIFY TO THE AUDITOR OF CUYAHOGA COUNTY THE UNPAID COST OF CUTTING OF WEEDS, GRASS AND WOODY VEGETATION FOR LEVY AND COLLECTION, AND DECLARING AN EMERGENCY
4. **22-71** - AN ORDINANCE ACCEPTING THE BID OF KOKOSING MATERIALS, INC., FOR THE PURCHASE OF ASPHALT FOR THE 2022 SEASON THROUGH THE JOINT MUNICIPAL IMPROVEMENT CONSORTIUM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
5. **22-72** - AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR, PURSUANT TO OHIO REVISED CODE SECTION 5705.14, TO EFFECT A TRANSFER OF CERTAIN FUNDS IN THE IMPROVEMENT HOLDING FUND #763 AND THE BUILDING CONSTRUCTION BOND FUND # 766 TO THE GENERAL FUND AS UNCLAIMED, HAVING BEEN CERTIFIED AS SUCH BY THE BUILDING COMMISSIONER PURSUANT TO A PROCESS INTENDED TO FIND THE LAWFUL OWNERS, AND DECLARING AN EMERGENCY.
6. **22-73** - AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO EFFECT A TRANSFER OF \$184,286.04 IN THE STREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND #211 TO THE WASTEWATER MAINTENANCE FUND #552, AND DECLARING AN EMERGENCY.

7. **22-74** - N ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 21-184 AS AMENDED BY ORDINANCES 22-21, 22-34 AND 22-53 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
8. **22-75** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2023 CHEVROLET TAHOE 4X4 FOR THE NORTH ROYALTON FIRE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$42,180.00, VENDOR TIM LALLY CHEVROLET, INC., AND DECLARING AN EMERGENCY.
9. **22-76** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) JOHN DEERE GATOR UTILITY VEHICLE FOR THE NORTH ROYALTON WASTEWATER DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$11,262.73, VENDOR AG-PRO COMPANIES, AND DECLARING AN EMERGENCY.
10. **22-77** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE FURNISHING, DELIVERY AND INSTALLATION OF COMPUTER HARDWARE AND SOFTWARE AND OTHER SERVICES FOR A FINANCIAL MANAGEMENT INFORMATION AND APPLICATIONS SYSTEM FOR THE FINANCIAL FUNCTIONS OF THE CITY OF NORTH ROYALTON, FOR AN AMOUNT NOT TO EXCEED \$52,391.00, AND DECLARING AN EMERGENCY.
11. **22-78** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATIVE CODE, CHAPTER 220 COUNCIL, SECTION 220.06 RULES OF COUNCIL, RULE VII COMMITTEES, PARAGRAPH (j), AND DECLARING AN EMERGENCY.
12. **22-79** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATIVE CODE, CHAPTER 220 COUNCIL, SECTION 220.06 RULES OF COUNCIL, RULE VII COMMITTEES, PARAGRAPH (k), AND DECLARING AN EMERGENCY.
13. **22-80** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CITY OF PARMA HEIGHTS FOR THE EXCLUSIVE RIGHT TO THE POSSESSION OF ONE JAIL CELL BED FOR THE BALANCE OF 2022, AND DECLARING AN EMERGENCY.
14. **22-81** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE EXISTING AGREEMENT WITH UNIVERSITY HOSPITAL/ PARMA CAMPUS EXTENDING THE LEASE OF 7,000 SQUARE FEET AT THE HEALTHCARE FACILITY LOCATED AT 11409 STATE ROAD, NORTH ROYALTON, OHIO, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

RESOLUTION NO. 22-68

INTRODUCED BY: Marnecheck, Nickell, Barath, Krejci, Dietrich,
Carbone-McDonald, Wos, Mayor Antoskiewicz

A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE
OF PATROL OFFICER TIMOTHY KLEIN

- WHEREAS: Mr. Timothy Klein was hired as a full time Patrol Officer for the City of North Royalton on January 4, 1995; and
- WHEREAS: Officer Klein served faithfully in this post until his retirement on March 31, 2022; and
- WHEREAS: Council and Mayor Antoskiewicz desire to recognize Officer Klein for his community service to the City of North Royalton.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

- Section 1. The Council of the City of North Royalton and Mayor Antoskiewicz hereby acknowledge Officer Timothy Klein for his community service to the City of North Royalton.
- Section 2. Council and the Mayor further recognize the professionalism, dedication, and community spirit demonstrated by Officer Klein during his many years of public service for the City of North Royalton.
- Section 3. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Officer Klein in recognition of his many years of community service.

THEREFORE, provided this Resolution receives the affirmative vote of a majority of all members, it shall take effect and be in force from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____

MAYOR

DATE PASSED: _____

DATE APPROVED: _____

ATTEST: _____

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 22-69

INTRODUCED BY: Marnecheck, Nickell, Barath, Krejci, Dietrich,
Carbone-McDonald, Wos, Mayor Antoskiewicz

A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE
OF PATROL OFFICER JOHN TRESSEL

- WHEREAS: Mr. John Tressel was sworn as a full time Patrol Officer for the City of North Royalton on February 10, 1997; and
- WHEREAS: Officer Tressel served faithfully in this post until his retirement on March 31, 2022; and
- WHEREAS: Council and Mayor Antoskiewicz desire to recognize Officer Tressel for his community service to the City of North Royalton.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Council of the City of North Royalton and Mayor Antoskiewicz hereby acknowledge Officer John Tressel for his community service to the City of North Royalton.

Section 2. Council and the Mayor further recognize the professionalism, dedication, and community spirit demonstrated by Officer Tressel during his many years of public service for the City of North Royalton.

Section 3. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Officer Tressel in recognition of his many years of community service.

THEREFORE, provided this Resolution receives the affirmative vote of a majority of all members, it shall take effect and be in force from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____

MAYOR

DATE PASSED: _____

DATE APPROVED: _____

ATTEST: _____

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 22-70

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO CERTIFY TO THE AUDITOR OF CUYAHOGA COUNTY THE UNPAID COST OF CUTTING OF WEEDS, GRASS AND WOODY VEGETATION FOR LEVY AND COLLECTION, AND DECLARING AN EMERGENCY

- WHEREAS: Section 660.14 of the Codified Ordinances of the City of North Royalton requires all property owners to maintain their lots and keep them free of any and all noxious weeds, grass and woody vegetation; and
- WHEREAS: Section 660.14 outlines the procedures that the city must follow in the event that any property is not properly maintained; and
- WHEREAS: The city has properly followed all procedures in Section 660.14 and has determined that certain property owners have failed to comply with Section 660.14; and
- WHEREAS: The city has expended manpower and resources to bring certain properties into compliance and has followed all procedures to issue invoices to the various property owners for payment of the cost of such maintenance performed by the city, which invoices have remained unpaid; and
- WHEREAS: In order for the city to collect these delinquent charges, it is necessary to assess these amounts and to certify these delinquent charges to the Auditor of Cuyahoga County for placement on the tax duplicate.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

- Section 1. The statements contained in the preamble listed above are hereby incorporated herein fully by reference. Council hereby authorizes the certification of the attached assessments by permanent parcel number, which charges include the cost of grass cutting plus an additional collection cost of \$70.00 in accordance with Section 660.14. A copy of these assessments is attached hereto as Exhibit A and incorporated as of fully rewritten.
- Section 2. The Director of Finance is hereby authorized and directed to provide for said assessment with the Auditor of Cuyahoga County.
- Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the certification to preserve public funds.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

Special Assessment Certification - Weeds and Grass**Section 660.14 of the Codified Ordinances of the City of North Royalton**

The Following List of Special Assessment Charges is Hereby Certified in One (1) Installment to be Collected for the Tax Year 2022:

	Parcel Number	Name	Address	Amount Certified
1	487-10-027	Minya, Misael & Nadia	4861 Royalton Road	\$ 367.00
2	481-03-020	Robert H Myers Jr Trustee	12778 Patricia Drive	\$ 169.00
3	489-26-046	Keith A Freitag, Trustee	3272 Dales Court	\$ 169.00
4	484-18-009	NR4C Ventures LTD	19439 Bennett Road	<u>\$ 169.00</u>
Grand Total				\$ 874.00

AN ORDINANCE ACCEPTING THE BID OF KOKOSING MATERIALS, INC., FOR THE PURCHASE OF ASPHALT FOR THE 2022 SEASON THROUGH THE JOINT MUNICIPAL IMPROVEMENT CONSORTIUM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton is authorized to purchase asphalt through its membership in the Joint Municipal Improvement Consortium (JMIC) which generally occurs at a lower rate than if purchased on the open market; and
- WHEREAS: The bids submitted to the JMIC were obtained in compliance with the competitive bidding requirements of the Ohio Revised Code and Charter of the City of North Royalton; and
- WHEREAS: The city is purchasing this product at a cost which meets or exceeds the specifications of the Ohio Cooperative Purchasing Program of the Department of Administrative Services, as required by House Bill 204; and
- WHEREAS: Council wishes to accept the bid of Kokosing Materials, Inc. for the purchase of asphalt.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

- Section 1. The 2022 bid of Kokosing Materials, Inc., obtained through the Joint Municipal Improvement Consortium, for asphalt to be supplied to the City of North Royalton, as set forth in Exhibit A and which is in accordance with the specifications on file in the Office of the Service Director, is hereby accepted as the lowest and best bid.
- Section 2. The Mayor is hereby authorized and directed to enter into a contract on behalf of the City of North Royalton with Kokosing Materials, Inc., which shall be in accordance to the bid and specifications as set forth in Section 1 hereof, said contract to be in such form as is approved by the Director of Law.
- Section 3. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Kokosing Materials, Inc.
- Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the purchase of asphalt for the 2022 season.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Larry Antoskiewicz

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee – Joanne Krejci, Chair
Linda Barath, Vice Chair
Paul Marnecheck

FROM: Nick Cinquepalmi, Service Director

DATE: April 1, 2022

RE: 2022 Supplying Asphalt Materials Bid Recommendation

Please find attached tally sheets from the April 1, 2022 bid opening for Supplying Asphalt Materials for 2022 Consortium Bid.

I am recommending the City of North Royalton accept the bid of **KOKOSING MATERIALS, INC** as the lowest and best bid for the 2022 season.

I am requesting that bid recommendation be placed on the next Council Agenda meeting for approval. If there are any questions, do not hesitate to contact me. Thanks.

/aca

Encl.

c: Mayor Larry Antoskiewicz
Dana Schroeder, Legislative Director
File



9069 Brecksville Road

Brecksville, OH 44141

PUBLIC BID SUMMARY

Results for
Supplying Asphalt Materials for Purchasing Consortium

Contract Term: May 1, 2022 – April 30, 2023

Bid Opening: Friday, April 1, 2022 9:00 a.m.

The following bids were received:

	<u>Kokosing Materials</u>	<u>Allied Corporation</u>
Virgin Materials		
448-1	\$87.00/ton	\$89.00/ton
448-2	\$80.00/ton	\$83.00/ton
301	\$75.00/ton	\$82.00/ton
412	NB	\$121.00/ton
With RAP		
Surface Course	\$78.00/ton	\$83.00/ton
Intermediate Course	\$65.00/ton	\$83.50/ton
Base 301 Course	\$60.00/ton	\$72.50/ton
Cost Per Ton Delivery of Materials	\$12.00/ton	\$9.75/ton
Cost Per Hour Delivery of Materials	\$115/hour (21 Ton Minimum)	\$100/hour (18 Ton Minimum)

Present: Becki Riser, City of Brecksville, Jessica Still, City of Brecksville, Ron Weidig, City of Brecksville, Josh Hocevar, Kokosing Materials

Attachments: Bid Tabulation & Bid Form Submissions

BID TABULATION: Supplying Asphalt Materials During 2022/2023 (Contract Term: May 1, 2022 – April 30, 2023)**Purchasing Consortium Member Cities:** Brecksville, Broadview Heights, Independence, North Royalton, Seven Hills**Bid Opening:** Friday, April 1, 2022 9:00 a.m.**Present:** Becki Riser, City of Brecksville, Jessica Still, City of Brecksville, Ron Weidig, City of Brecksville, Josh Hocevar, Kokosing Materials**KOKOSING MATERIALS, INC.****MATERIALS PICKED UP BY CITY AT VENDOR'S PLANT:***VIRGIN MATERIALS:***448-1** \$87.00/Ton**448-2** \$80.00/Ton**301** \$75.00/Ton**412** NB*WITH RAP:***Surface Course** \$78.00/Ton**Intermediate Course** \$65.00/Ton**Base 301 Course** \$60.00/Ton**COST PER TON FOR DELIVERY OF MATERIALS TO CITY'S JOB SITES:** \$12.00/Ton Minimum: 21 Tons**COST PER HOUR FOR DELIVERY OF MATERIALS TO CITY'S JOB SITES:** \$115.00/Hour Minimum: 21 Tons

Bin Storage Capacity at Plant: Garfield Hts. 1,200 tons/Cleveland 1,500 Tons

Mixing Time/8T Load: N/A

Average Loading Time/8T Load: 5 minutes

Exceptions To Bid Specifications: None

Name & Address of Bidder:Kokosing Materials, Inc.
P.O. Box 334
Fredericktown, OH 43019
(740) 694-9585**Plant Location(s):****Cleveland**3000 Independence Road
Cleveland, OH
(216) 441-8892**Garfield Heights**13700 McCracken Road
Garfield Heights, OH
(216) 587-4900

[ALLIED CORPORATION, INC.](#)

MATERIALS PICKED UP BY CITY AT VENDOR'S PLANT:

VIRGIN MATERIALS:

448-1 \$89.00/Ton
448-2 \$83.00/Ton
301 \$82.00/Ton
412 \$121.00/Ton

WITH RAP:

Surface Course \$83.00/Ton
Intermediate Course \$73.50/Ton
Base 301 Course \$72.50/Ton

COST PER TON FOR DELIVERY OF MATERIALS TO CITY'S JOB SITES: \$9.75/Ton Minimum: 18 Tons

COST PER HOUR FOR DELIVERY OF MATERIALS TO CITY'S JOB SITES: \$100.00/Hour Minimum: 18 Tons

Bin Storage Capacity at Plant: **Plant 76** = 3,000 Tons **Plant 77** = 800 Tons

Mixing Time/8T Load: N/A

Average Loading Time/8T Load: 4 minutes

Exceptions To Bid Specifications: None

Name & Address of Bidder:

Stoneco, Inc., dba Allied Corporation, Inc.
8920 Canyon Falls Blvd., Suite 120
Twinsburg, OH 44087
(330) 425-7861

Plant Location(s):

<u>Plant 76</u> 2214 West 3 rd Street Cleveland, OH 44113 (216) 633-8538	<u>Plant 77</u> 4900 West 150 th Street Cleveland, OH 44135 (216) 265-8990
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BID FORM

MATERIALS PICKED UP BY CITY AT VENDOR'S PLANT

VIRGIN MATERIALS:

448-1 \$ 87.00 /Ton
448-2 \$ 80.00 /Ton
301 \$ 75.00 /Ton
412 \$ NO BID /Ton

WITH RAP:

Surface course \$ 78.00 /Ton
Intermediate course \$ 65.00 /Ton
Base (301) course \$ 60.00 /Ton

Any deviations from ODOT RAP % must
be detailed on the Exception sheet

COST PER TON FOR DELIVERY OF MATERIALS TO CITY'S JOB SITES: \$ 12.00 /Ton

COST PER HOUR FOR DELIVERY OF MATERIALS TO CITY'S JOB SITES: \$ 115.00 /Hour

Minimum 21 Tons

NAME AND ADDRESS OF BIDDER:

Kokosing Materials, Inc.
P.O. Box 334
Fredericktown, OH 43019
Phone (740) 848-4918

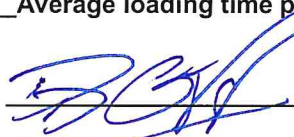
PLANT LOCATION:

13700 McCracken Rd.; Cleveland
3000 Independence Rd.; Cleveland
Phone Garfield Hts. (216) 587-4900
Cleveland (216) 441-8892

Bin storage capacity at plant: Garfield 1,200 tons/Cleveland 1,500 tons

Mixing time per 8T load: N/A Average loading time per 8T load: 5 Minutes

AUTHORIZED SIGNATURE:


David A. Gregg
(Please type or print name)

TITLE:

Asst. Sec.

BID PRICE FIRM THROUGH:

One year as per specs: Yes X No

If no, list other:

PAYMENT TERMS: Net 30 Days **DATE OF BID:** 04/01/2023

ENCLOSED: BID GUARANTY/CONTRACT BOND X 10% BID BOND BID CHECK, AMOUNT \$

REFERENCES

List references for similar contract work completed during the last two years. Include name and phone number of a contact person for each reference listed.

1. Company or Municipality Name Cunningham Paving, Inc.
Address 20814 Aurora Rd.; Cleveland, OH 44146
Contact Name Mike Butera
Phone (216) 407-1880 Email mbutera@cunninhampaving.com
Contract Date Various projects throughout the 2021 season.
2. Company or Municipality Name Karvo Companies
Address 4524 Hudson Dr.; Stow, OH 44224
Contact Name Yianni Karvounides
Phone (330) 903-3245 Email yianni.karvounides@karvocompanies.com
Contract Date Various projects throughout the 2021 season.
3. Company or Municipality Name Ronyak Paving, Inc.
Address P.O. Box 449; Burton, OH 44021
Contact Name Jason Ronyak
Phone (440) 834-1988 Email jason@ronyak.com
Contract Date Various projects throughout the 2021 season.

NAME OF BIDDER Kokosing Materials, Inc.

EXCEPTION SHEET

List here any and all exceptions to specifications upon which your bid is based. If there are no exceptions listed here, your bid will be considered to be in complete accordance with specifications.

NAME OF BIDDER Kokosing Materials, Inc.

RE: City of Brecksville

City of Brecksville
9069 Brecksville Road
Brecksville, OH 44141


Dear Sir:

David A. Gregg
~~President/Owner~~ Asst. Sec.

OR

President/Owner

It is understood that, by law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted to the Cuyahoga County Fiscal Officer within thirty days of the date it is submitted. The statement must be incorporated into the contract before any payment can be made under the subject contract.


David A. Gregg
presence this 31st day of March, 2022



ELIZABETH SZPENDYK
Notary Public
State of Ohio
My Comm. Expires
February 16, 2026

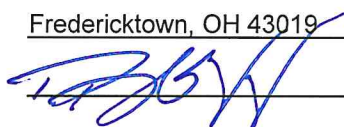
SWORN TO before me and subscribed in my
of March, 2022,
Elizabeth Szendy
Notary Public

CERTIFICATE OF COMPLIANCE

By signing this certificate, I certify that I/my company is in full compliance with the political contributions limitations established in Ohio Revised Code 3517.13, and is therefore eligible to receive a contract from each City represented in this bid, except the City of NONE (state NONE if no exceptions).

Ohio Revised Code 3517.13 states in part that no political subdivision shall award any contract for the purchase of goods or services with a cost aggregating more than ten thousand dollars in a calendar year, to any individual, partnership or other unincorporated business, if any member of the firm, their spouse and/or certain other individuals has made, within the previous twenty-four months, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, or one or more contributions totaling in excess of two thousand dollars for the business. Bidders are responsible for understanding the code, how it pertains to their business and whether they comply. The complete Code can be found at <http://codes.ohio.gov/orc/3517.13>.

A list of City officials for each community can be found on their websites.

COMPANY NAME	<u>Kokosing Materials, Inc.</u>
ADDRESS	<u>P.O. Box 334</u> <u>Fredericktown, OH 43019</u>
AUTHORIZED SIGNATURE	
PRINTED NAME	<u>David A. Gregg</u>
EMAIL ADDRESS	<u>dag3@kokosing.biz</u>
DATE SIGNED	<u>3/31/2022</u>

.....

DESCRIPTION OF WORK TO BE PERFORMED

Furnishing Asphalt Materials and Delivery When Required

**NON-COLLUSION AFFIDAVIT OF
PRIME BIDDER**

State of Ohio)
)ss
County of Cuyahoga)

David A. Gregg _____, being first duly sworn, deposes and
says that:

He/She is Asst. Sec. _____ of Kokosing Materials, Inc. _____, the bidder that
has submitted the attached bid;

He is fully informed respecting the preparation and contents of the attached bid and all
pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid; either the said bidder nor any of its officers, partners,
owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way
colluded, conspired, connived, or agreed directly or indirectly with any other bidder, firm, or person to submit a
collusive or sham bid in connection with the contract for which the attached bid has been submitted, or to
refrain from bidding in connection with such contract, or has in any manner directly or indirectly sought by
agreement, collusion, communication, or conference with any other bidder, firm, or person to fix the price or
prices in the attached bid or of any other bidder, or to fix any overhead, profit, or cost element of bid price or
the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful
agreement any advantage against the City of Brecksville, Ohio, or any person interested in the proposed
contract; and the price or prices quoted in the attached bid are fair, proper, and not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agent's
representatives, owners, employees, or parties in interest, including this affiant.

Signed:

David A. Gregg

Title:

Asst. Sec.

Subscribed and sworn to before me this 31st day of March, 2022



ELIZABETH SZPENDYK
Notary Public
State of Ohio
My Comm. Expires
February 16, 2026

Elizabeth Szpendyk
Notary Public Signature

My Commission expires 2-16-26

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved.

I hereby certify that an unresolved finding for recovery has not been issued against:

Kokosing Materials, Inc.

(Company Name)

Signature: _____



Printed Name: David A. Gregg

Title: Asst. Sec.

Date: _____

3/31/2022

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned Kokosing Materials, Inc., as Principal and Liberty Mutual Insurance Company as Surety, are hereby held and firmly bound unto the City of Brecksville, Ohio as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on April 1st, 2022, to undertake the project known as **Supplying Asphalt Materials During 2022/2023.**

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of 100 percent of the payment of the penal sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION, IS SUCH that whereas the above named Principal has submitted a bid for the project.

NOW, THEREFORE, if the Obligee accepts the bid of the principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed the percent of the penalty hereof between the amount specified in the bid or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten days after receipt of notification of award of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein:

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the obligations of said Surety on its bond.

Signed this 21st day of March, 2022.

PRINCIPAL:

Kokosing Materials, Inc.

By: 

David A. Gregg

Title: Asst. Sec.

SURETY COMPANY ADDRESS:

175 Berkeley Street

Street

Boston, MA 02116

City

State

Zip

SURETY:

Liberty Mutual Insurance Company

By: 

Attorney-in Fact
Cathy L. Woodruff

SURETY AGENT'S ADDRESS:

Marsh USA Inc.

Agency Name

200 Public Square, Suite 3760, Cleveland, OH 44114

Street

State

Zip



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cathy L. Woodruff

all of the city of Cleveland, state of Ohio each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of March, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director



Certificate of Compliance

Issued 03/16/2021

Effective 04/02/2021

Expires 04/01/2022

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

LIBERTY MUTUAL INSURANCE COMPANY

of Massachusetts is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Guaranteed Renewable A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew-States Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	

LIBERTY MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of \$58,048,967,865, liabilities in the amount of \$39,029,092,737, and surplus of at least \$19,019,875,128.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director





LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets		Liabilities	
Cash and Bank Deposits	\$2,234,770,744	Unearned Premiums	\$9,106,965,847
*Bonds — U.S Government	4,250,615,811	Reserve for Claims and Claims Expense	25,279,158,493
*Other Bonds	16,983,165,862	Funds Held Under Reinsurance Treaties	315,537,902
*Stocks	20,075,458,019	Reserve for Dividends to Policyholders	1,726,291
Real Estate	182,250,567	Additional Statutory Reserve	139,634,000
Agents' Balances or Uncollected Premiums	7,607,687,836	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	120,173,987	Other Liabilities	8,638,106,801
Other Admitted Assets	14,076,622,575	Total	\$43,481,129,334
Total Admitted Assets	<u>\$65,530,745,401</u>	Special Surplus Funds	\$178,192,363
		Capital Stock	10,000,075
		Paid in Surplus	11,804,736,755
		Unassigned Surplus	10,056,686,874
		Surplus to Policyholders	22,049,616,067
		Total Liabilities and Surplus	<u>\$65,530,745,401</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

T. Mikolajewski

Assistant Secretary

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR, PURSUANT TO OHIO REVISED CODE SECTION 5705.14, TO EFFECT A TRANSFER OF CERTAIN FUNDS IN THE IMPROVEMENT HOLDING FUND #763 AND THE BUILDING CONSTRUCTION BOND FUND # 766 TO THE GENERAL FUND AS UNCLAIMED, HAVING BEEN CERTIFIED AS SUCH BY THE BUILDING COMMISSIONER PURSUANT TO A PROCESS INTENDED TO FIND THE LAWFUL OWNERS, AND DECLARING AN EMERGENCY

- WHEREAS: Property owners and/or their agents and/or contractors seeking permits are required in certain instances to deposit money with the Building Commissioner to serve as “bond funds” to secure the performance called for in the code; and
- WHEREAS: Certain of those deposits in the Improvement Holding Fund #763 and the Building Construction Bond Fund #766 have been left unclaimed by the depositors and have remained so for many years; and
- WHEREAS: The Building Commissioner has developed a process to seek out the rightful owners of those funds in order to return to them the bond funds as no longer necessary to be held; and
- WHEREAS: While some of those deposits have been restored to their rightful owners, there are other such deposits that remain unclaimed and, despite having made reasonable efforts to discover and locate the owners, no such owners have been found; and
- WHEREAS: There is no reasonable expectation that the owners will ever be located and there is no reason to retain those funds and some useful purpose may be able to be made of those funds if they were to be transferred to the General Fund; and
- WHEREAS: The Ohio Revised Code Section 5705.14 allows for these funds to be transferred upon the concurrence of two-thirds of Council; and
- WHEREAS: Council desires to allow for this transfer and to grant the Finance Director the authority to make such transfers in the future whenever the Building Commissioner certifies such funds are unclaimed and are likely to remain so.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Finance Director is hereby authorized to transfer from the Improvement Holding Fund #763 and the Building Construction Bond Fund #766 to the General Fund #101 any and all unclaimed funds that remain in said funds upon certification from the Building Commissioner that such funds are unclaimed and, despite reasonable efforts to locate the rightful owner, are likely to remain so. This grant of authority shall remain in effect until revoked.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Finance Director to transfer unclaimed funds to the General Fund in order to allow for some reasonable use to be made of said funds.

THEREFORE, this Ordinance, by statute, must receive the affirmative vote of two-thirds of all members elected to Council for adoption and, if adopted, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
--------------------	----------------------

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 22-73

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO EFFECT A TRANSFER OF \$184,286.04 IN THE STREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND #211 TO THE WASTEWATER MAINTENANCE FUND #552, AND DECLARING AN EMERGENCY

- WHEREAS: The proposed transfer relates to Vehicle/Equipment Purchases that were paid for out of the Wastewater Maintenance Fund (#552), but have been retained and employed by the Service Department; and
- WHEREAS: The Wastewater Department is an Enterprise Fund, the transfer is being made to properly reimburse the Wastewater Maintenance Fund (#552) for the current value of the vehicles/equipment; and
- WHEREAS: The Ohio Revised Code allows for these funds to be transferred upon the concurrence of a two thirds affirmative vote of Council; and
- WHEREAS: Council desires to allow for this transfer and to grant the Finance Director authority to make such transfer.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Finance Director is hereby authorized to transfer \$184,286.04 from the Street Construction, Maintenance and Repair Fund #211 to the Wastewater Maintenance Fund #552.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Finance Director to transfer \$184,286.04 from the Street Construction, Maintenance and Repair Fund #211 to the Wastewater Maintenance Fund #552 to properly reimburse the Wastewater Maintenance Fund.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 21-184 AS AMENDED BY ORDINANCES 22-21, 22-34 AND 22-53 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

WHEREAS: Council wishes to amend the Original Appropriation Ordinance 21-184 as amended by Ordinances 22-21, 22-34 and 22-53 for the fiscal year ending December 31, 2022 by transferring and making additional appropriations and providing for transfers between funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. To provide for the current expenses and other expenditures for the City of North Royalton, Ohio for the fiscal year ending December 31, 2022, the following sums be and they are hereby appropriated as itemized on Exhibit A attached hereto and incorporated herein as if fully rewritten.

Section 2. The attached Exhibit A includes the following inter-fund transfers:

General Fund	Police Facility Fund	\$ 550,000.00	Operating
General Fund	EMS Levy Fund	2,000,000.00	Operating
General Fund	SCMR Fund	700,000.00	Operating
General Fund	NOPEC Grant Fund	99,000.00	Operating
General Fund	Enterprise Zone	37,200.00	Operating
General Fund	Police Pension Fund	350,000.00	Operating
General Fund	Fire Pension Fund	555,000.00	Operating
General Fund	General Bond Retirement Fund	600,000.00	Debt Service
General Fund	Rec Capital Improvement Fund	961,500.00	Operating
Street Construction, Maintenance and Repair Fund	Wastewater Maintenance Fund	184,287.00	Operating
NOPEC Grant Fund	General Fund	147,500.00	Advance (Repayment)
YMCA Special Revenue	General Bond Retirement Fund	428,000.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund	209,837.00	Debt Service
Fire Capital Improvement Fund	General Bond Retirement Fund	235,838.00	Debt Service
Sprague Road Reconstruction Fund	General Bond Retirement Fund	17,887.00	Debt Service
Building Construction Bond Fund	General Fund	5,000.00	Operating

Section 3. A copy of this Ordinance shall be submitted by the Director of Finance to the Auditor of Cuyahoga County, Ohio and upon certification by said Auditor as required by law, the Director of Finance of this City is hereby authorized to draw his warrants upon the City Treasury for payment of any certification and vouchers therefore approved by the proper officers authorized by law to approve the same, or an Ordinance or Resolution of the Council to make such expenditures; provided, however, that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with the law or the Ordinances of this Council.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

THEREFORE, provided this Ordinance receives the affirmative vote of a majority of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
--------------------	----------------------

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

City of North Royalton
2022 Budget Amendment Detail - Proposed Budget Amendment 4/19/2022 - Finance Committee/Council Meeting

Fund	Department	Budget Category	Amendments this Ordinance			Total 2022 Appropriations	Reason for Change
General Fund #101	Parks & Recreation	Supply & Materials	\$	5,000	A	\$ 134,955	Monies Needed to Replace Restrooms that Were Vandalized at Memorial Park
General Fund #101	City Hall Building	Personal Services	\$	(5,000)	A	\$ 232,600	Offset - Supply & Materials Appropriations Amendment
General Fund #101	Parks & Recreation	Capital Outlay	\$	15,000	B	\$ 122,800	Purchase Benches and Trash Cans for City Green (Estimated Cost)
General Fund #101	Finance Department	Personal Services	\$	(6,250)	B	\$ 389,165	Offset - Estimated Costs - Purchase of Benches and Trash Cans
General Fund #101	City Hall Building	Personal Services	\$	(8,750)	B	\$ 232,600	Offset - Estimated Costs - Purchase of Benches and Trash Cans
General Fund #101	Engineering Department	Supply & Materials	\$	500	C	\$ 1,000	Monies needed for Est. Remaining 2022 Supply & Material Exp.
General Fund #101	Engineering Department	Contractual Services	\$	(500)	C	\$ 233,750	Offset - Supply & Materials Appropriations Amendment
Street Construction, Maintenance, and Repair Fund #211	Streets Reconstruction (610)	Capital Outlay	\$	(68,615)	D	\$ 1,231,385	PO #20200663 for Specialized Construction (2020 City Road Program) is able to be closed since Specialized Construction confirmed no further payments are required. By closing the PO #20200663, the encumbered monies will go into the Carryover Balance for the Street Construction, Maintenance, and Repair Fund #211. The \$68,615 reduction being presented is the difference of the \$184,287 due to Wastewater Maintenance Fund #552 for the repayment of vehicles less the \$115,674 (amount closed from PO #20200663).
Street Construction, Maintenance, and Repair Fund #211	Street Construction, Maintenance, & Repair (620)	Transfer Out	\$	184,287	D	\$ 184,287	Transfer to Wastewater Maintenance Fund (#552) to properly reimburse Wastewater Maintenance Fund (#552) for Vehicles purchased by Wastewater that have been kept by the Service Department. Street Sweeper per Ordinance #17-32, Loader per Ordinance #17-56, and (2) Trucks per Ordinance #17-33. The transfer value was calculated by taking the Purchase Price less Accumulated Depreciation, Less Maintenance and Repair Costs directly paid by the Service Department through Fund #211.
Rec Capital Improvement Fund #431	Parks and Recreation	Capital Outlay	\$	33,000	E	\$ 944,000	Monies to Accommodate the contract with Royal Landscape to provide a 2 Year Maintenance Plan and to Plant 60 Trees at Memorial Park per Grant Agreement with Cuyahoga County. City to receive \$26,000 reimbursement grant towards the contract costs.
Wastewater Maintenance Fund	Wastewater Maintenance (590)	Supply & Materials	\$	100,000	F	\$ 427,200	Monies needed for Estimated Remaining 2022 Lift Station Maintenance
Wastewater Maintenance Fund	Wastewater Maintenance (590)	Contractual Services	\$	(100,000)	F	\$ 277,200	Offset - Supply & Materials Appropriations Amendment
Building Construction Bond Fund #766	Other General Government	Other	\$	80,000	G	\$ 150,000	Monies Needed to Reimburse Cash Bonds for Pine Hill Phase 2 Development
Building Construction Bond Fund #766	Other General Government	Transfer Out	\$	5,000	H	\$ 5,000	Monies Needed to Accommodate Bond Refund Transfers to General Fund #101 (Authorization for transfer also being Presented at April 19, 2022 Finance Committee/Council Meeting).

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Proposed Amendment April 19, 2022	Total 2022 Appropriations
GENERAL FUND						
POLICE DEPARTMENT						
Personal Service	3,976,000.00		(74,827.43)			3,901,172.57
Contractual Services	319,611.00	30,240.00				349,851.00
Supply & Materials	168,200.00	38,680.00				206,880.00
Capital Outlay	14,500.00	53,500.00				68,000.00
Debt Service	147,000.00					147,000.00
Total Police Department	4,625,311.00	122,420.00	(74,827.43)	-	-	4,672,903.57
ANIMAL CONTROL						
Personal Service	172,300.00					172,300.00
Contractual Services	4,452.00	350.00				4,802.00
Supply & Materials	4,880.00	1,410.00				6,290.00
Capital Outlay	200.00					200.00
Total Animal Control Department	181,832.00	1,760.00	-	-	-	183,592.00
FIRE DEPARTMENT						
Personal Service	456,650.00	6,000.00	5,400.00			468,050.00
Contractual Services	355,700.00	59,000.00				414,700.00
Supply & Materials	114,500.00		8,900.00			123,400.00
Total Fire Department	926,850.00	65,000.00	14,300.00	-	-	1,006,150.00
POLICE AND FIRE COMMUNICATIONS						
Personal Service	388,550.00	-				388,550.00
Contractual Services	817,497.00	38,898.00				856,395.00
Supply & Materials	1,545.00					1,545.00
Capital Outlay	1,500.00					1,500.00
Total Police & Fire Comm	1,209,092.00	38,898.00	-	-	-	1,247,990.00
STREET LIGHTING						
Contractual Services	100,000.00					100,000.00
Total Street Lighting	100,000.00	-	-	-	-	100,000.00
CEMETERY DEPARTMENT						
Contractual Services	29,150.00			3,035.00		32,185.00
Supply & Materials	192,690.00					192,690.00
Capital Outlay	42,000.00	-			-	42,000.00
Total Cemetery Department	263,840.00	-	-	3,035.00	-	266,875.00
PARKS & RECREATION DEPARTMENT						
Personal Service	577,950.00	-	2,000.00			579,950.00
Contractual Services	92,121.00	-		14,205.00		106,326.00
Supply & Materials	145,960.00	10,000.00		(26,005.00)	5,000.00 A	134,955.00
Capital Outlay	80,000.00	5,000.00		22,800.00	15,000.00 B	122,800.00
Total Parks & Recreation Department	896,031.00	15,000.00	2,000.00	11,000.00	20,000.00	944,031.00
PLANNING COMMISSION						
Personal Service	102,600.00					102,600.00
Contractual Services	9,600.00					9,600.00
Supply & Materials	850.00					850.00
Total Planning Commission	113,050.00	-	-	-	-	113,050.00
BOARD OF ZONING						
Personal Service	8,450.00					8,450.00
Contractual Services	3,500.00					3,500.00
Supply & Materials	950.00					950.00
Total Board of Zoning	12,900.00	-	-	-	-	12,900.00
BUILDING DEPARTMENT						
Personal Service	755,450.00					755,450.00
Contractual Services	127,000.00					127,000.00
Supply & Materials	23,800.00					23,800.00
Capital Outlay	46,200.00					46,200.00
Total Building Department	952,450.00	-	-	-	-	952,450.00
COMMUNITY DEVELOPMENT						
Personal Service	179,850.00		700.00			180,550.00
Contractual Services	105,800.00		25,000.00			130,800.00
Supply & Materials	3,750.00					3,750.00
Capital Outlay	-					-
Total Community Development	289,400.00	-	25,700.00	-	-	315,100.00
RUBBISH COLLECTION						
Contractual Services	1,700,000.00					1,700,000.00
Total Rubbish Collection	1,700,000.00	-	-	-	-	1,700,000.00
SERVICE BUILDING AND GROUNDS						
Contractual Services	82,500.00					82,500.00
Supply & Materials	32,000.00					32,000.00
Total Service Bldg. & Grounds	114,500.00	-	-	-	-	114,500.00
MAYOR'S OFFICE						
Personal Service	271,200.00		750.00			271,950.00
Contractual Services	32,200.00					32,200.00
Supply & Materials	3,100.00					3,100.00
Capital Outlay	800.00					800.00
Total Mayor's Office	307,300.00	-	750.00	-	-	308,050.00
FINANCE DEPARTMENT						
Personal Service	340,700.00		4,715.00	50,000.00	(6,250.00) B	389,165.00
Contractual Services	140,250.00	1,000.00				141,250.00
Supply & Materials	2,500.00					2,500.00
Capital Outlay	2,500.00			5,000.00		7,500.00
Total Finance Department	485,950.00	1,000.00	4,715.00	55,000.00	(6,250.00)	540,415.00
LEGAL ADMINISTRATION						
Personal Service	376,200.00		5,000.00			381,200.00
Contractual Services	137,300.00					137,300.00
Supply & Materials	10,000.00					10,000.00
Capital Outlay	-		2,500.00			2,500.00
Total Legal Administration	523,500.00	-	7,500.00	-	-	531,000.00
ENGINEERING DEPARTMENT						
Personal Service	103,050.00		700.00			103,750.00
Contractual Services	234,250.00				(500.00) C	233,750.00
Supply & Materials	500.00				500.00 C	1,000.00
Capital Outlay	3,500.00					3,500.00
Total Engineering	341,300.00	-	700.00	-	-	342,000.00

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance						
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Proposed Amendment April 19, 2022	Total 2022 Appropriations
LEGISLATIVE						
Personal Service	343,500.00					343,500.00
Contractual Services	81,600.00					81,600.00
Supply & Materials	13,500.00					13,500.00
Capital Outlay	6,000.00					6,000.00
Total Legislative Activity	444,600.00	-	-	-	-	444,600.00
MAYOR'S COURT						
Personal Service	215,250.00					215,250.00
Contractual Services	44,200.00		9,275.00			53,475.00
Supply & Materials	1,100.00					1,100.00
Total Mayor's Court	260,550.00	-	9,275.00	-	-	269,825.00
CIVIL SERVICE						
Personal Service	5,050.00					5,050.00
Contractual Services	22,400.00					22,400.00
Supply & Materials	200.00					200.00
Total Civil Service	27,650.00	-	-	-	-	27,650.00
CITY HALL BUILDING						
Personal Service	245,650.00		700.00		(13,750.00) A,B	232,600.00
Contractual Services	231,550.00					231,550.00
Supply & Materials	16,000.00		6,000.00			22,000.00
Capital Outlay	15,000.00	40,000.00				55,000.00
Total City Hall Building	508,200.00	40,000.00	6,700.00	-	(13,750.00)	541,150.00
OTHER GENERAL GOVERNMENT						
Personal Services	7,500.00					7,500.00
Supply & Materials	265,000.00	75,000.00		20,000.00		360,000.00
Transfers-Out	4,717,200.00	1,036,500.00		99,000.00		5,852,700.00
Advances-Out	-					-
Total - Other General Government	4,989,700.00	1,111,500.00	-	119,000.00	-	6,220,200.00
TOTAL - GENERAL FUND	19,274,006.00	1,395,578.00	(3,187.43)	188,035.00	-	20,854,431.57
ENFORCEMENT AND EDUCATIONAL FUND #205						
Personal Service	15,000.00					15,000.00
Supply & Materials	6,000.00					6,000.00
Total Enforcement & Education Fund	21,000.00	-	-	-	-	21,000.00
DRUG LAW ENFORCEMENT FUND #206						
Supply & Materials	200.00					200.00
Total Drug Law Enforcement Fund	200.00	-	-	-	-	200.00
POLICE FACILITY OPERATING FUND #207						
Personal Service	985,000.00					985,000.00
Contractual Services	13,450.00	9,225.00				22,675.00
Supply & Materials	59,435.00	4,000.00				63,435.00
Capital Outlay	1,500.00					1,500.00
Total Police Facility Operating Fund	1,059,385.00	13,225.00	-	-	-	1,072,610.00
LAW ENFORCEMENT TRUST FUND #208						
Contractual Service	1,500.00					1,500.00
Supply & Materials	5,500.00					5,500.00
Capital Outlay	37,500.00					37,500.00
Total Law Enforcement Trust Fund	44,500.00	-	-	-	-	44,500.00
EMERGENCY MEDICAL SERVICE LEVY FUND #209						
Personal Service	3,404,000.00		14,275.00			3,418,275.00
Contractual Services	77,000.00		400.00			77,400.00
Supply & Materials	41,800.00		2,350.00			44,150.00
Total EMS Levy Fund	3,522,800.00	-	17,025.00	-	-	3,539,825.00
MOTOR VEHICLE LICENSE FUND #210						
Street Repair	225,000.00					225,000.00
Total Motor Vehicle License Fund	225,000.00	-	-	-	-	225,000.00
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211						
Signals & Signs						
Contractual Services	65,000.00					65,000.00
Supply & Materials	25,000.00					25,000.00
	90,000.00	-	-	-	-	90,000.00
Street Reconstruction						
Contractual Service	200,000.00				-	200,000.00
Capital Outlay	1,775,000.00	(475,000.00)			(68,615.00) D	1,231,385.00
	1,975,000.00	(475,000.00)	-	-	(68,615.00)	1,431,385.00
Street Construction, Maintenance & Repair						
Personal Service	1,955,800.00					1,955,800.00
Contractual Services	126,350.00					126,350.00
Supply & Materials	521,800.00					521,800.00
Capital Outlay	432,400.00	475,000.00				907,400.00
Transfer Out	-				184,287.00 D	184,287.00
	3,036,350.00	475,000.00	-	-	184,287.00	3,695,637.00
Snow Removal						
Personal Service	45,550.00					45,550.00
Contractual Services	20,000.00					20,000.00
Supply & Materials	454,000.00					454,000.00
Capital Outlay	-					-
	519,550.00	-	-	-	-	519,550.00
Total SCMR Fund	5,620,900.00	-	-	-	115,672.00	5,736,572.00
STATE HIGHWAY FUND #212						
Traffic Signals & Marking						
Contractual Services	25,000.00	-	-	-	-	25,000.00
Street Maintenance & Repair						
Operating Supplies	30,000.00	-	-	-	-	30,000.00
Snow & Ice Removal						
Supply & Materials	70,000.00	-	-	-	-	70,000.00
Total State Highway Fund	125,000.00	-	-	-	-	125,000.00
CITY INCOME TAX FUND #213						
Contractual Services	500,000.00				-	500,000.00
Total City Income Tax Fund	500,000.00	-	-	-	-	500,000.00
POLICE LEVY FUND #215						
Personal Services	1,130,000.00		(100,000.00)			1,030,000.00
Contractual Services	2,000.00					2,000.00
Capital Outlay	264,500.00		124,720.00			389,220.00
Total Police Levy Fund	1,396,500.00	-	24,720.00	-	-	1,421,220.00

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance						
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Proposed Amendment April 19, 2022	Total 2022 Appropriations
FIRE LEVY FUND #216						
Personal Service	980,000.00					980,000.00
Total Fire Levy Fund	<u>980,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>980,000.00</u>
RECYCLING GRANT FUND #217						
Contractual Services	6,000.00					6,000.00
Total Recycling Grant Fund	<u>6,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,000.00</u>
OFFICE ON AGING FUND #219						
Personal Services	148,750.00					148,750.00
Contractual Services	48,250.00	7,500.00				55,750.00
Supply & Materials	11,550.00					11,550.00
Capital Outlay	800.00					800.00
Total Office on Aging Fund	<u>209,350.00</u>	<u>7,500.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>216,850.00</u>
NOPEC GRANT FUND #221						
Contractual Services	-					-
Capital Outlay	140,000.00	(50,000.00)		121,000.00		211,000.00
Advance Out	-			147,500.00		147,500.00
Total NOPEC Grant Fund	<u>140,000.00</u>	<u>(50,000.00)</u>	<u>-</u>	<u>268,500.00</u>	<u>-</u>	<u>358,500.00</u>
COURT COMPUTER FUND #236						
Contractual Services	5,000.00					5,000.00
Operating Supplies	5,000.00					5,000.00
Capital Outlay	-					-
Total Court Computer Fund	<u>10,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,000.00</u>
COMMUNITY DIVERSION PROGRAM FUND #237						
Personal Services	3,500.00					3,500.00
Contractual Services	2,000.00					2,000.00
Operating Supplies	450.00					450.00
Capital Outlay				2,500.00		2,500.00
Total Community Diversion Program Fund	<u>5,950.00</u>	<u>-</u>	<u>-</u>	<u>2,500.00</u>	<u>-</u>	<u>8,450.00</u>
ENTERPTISE ZONE FUND #239						
Contractual Services	38,800.00					38,800.00
Total Enterprise Zone Fund	<u>38,800.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>38,800.00</u>
YMCA SPECIAL REVENUE FUND #249						
Transfers-Out	428,000.00					428,000.00
Total YMCA Special Revenue Fund	<u>428,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>428,000.00</u>
LOCAL CORONAVIRUS RELIEF FUND #252						
Personal Service	-	1,667.05				1,667.05
Operating Supplies	-	-				-
Total Local Coronavirus Relief Fund	<u>-</u>	<u>1,667.05</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,667.05</u>
ARPA FEDERAL FUND #254						
Personal Service	1,574,827.00	-	74,827.43	-		1,649,654.43
Contractual Services	-	-	-	250,000.00		250,000.00
Capital Outlay	-	-	-	-		-
Total Local Coronavirus Relief Fund	<u>1,574,827.00</u>	<u>-</u>	<u>74,827.43</u>	<u>250,000.00</u>	<u>-</u>	<u>1,899,654.43</u>
ACCRUED BALANCES FUND #260						
Personal Service	150,000.00				-	150,000.00
Total Accrued Balances Fund	<u>150,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>150,000.00</u>
POLICE PENSION FUND #261						
Personal Service	670,670.00					670,670.00
Total Police Pension Fund	<u>670,670.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>670,670.00</u>
FIRE PENSION FUND #262						
Personal Service	782,277.00					782,277.00
Total Fire Pension Fund	<u>782,277.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>782,277.00</u>
GENERAL BOND RETIREMENT FUND #321						
Contractual Services	15,000.00	(15,000.00)				-
Operating Supplies	-	15,000.00				15,000.00
Debt Service - Interest	580,000.00					580,000.00
Debt Service - Principal	1,405,000.00					1,405,000.00
Total General Bond Retirement Fund	<u>2,000,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,000,000.00</u>
SPECIAL ASSESSMENT FUND #341						
Contractual Service	2,000.00	(2,000.00)				-
Operating Supplies	-	2,000.00				2,000.00
Debt Service	125,000.00					125,000.00
Total Special Assessment Fund	<u>127,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>127,000.00</u>
SERVICE CAPITAL FUND #430						
Capital Outlay	75,000.00	91,715.00				166,715.00
Debt Service	-					-
Total Service Capital Fund	<u>75,000.00</u>	<u>91,715.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>166,715.00</u>
RECREATION CAPITAL IMPROVEMENT FUND #431						
Contractual Services	6,000.00	50,500.00				56,500.00
Capital Outlay	-	911,000.00			33,000.00	944,000.00
Total Rec Capital Improvement Fund	<u>6,000.00</u>	<u>961,500.00</u>	<u>-</u>	<u>-</u>	<u>33,000.00</u>	<u>1,000,500.00</u>
FUTURE CAPITAL IMPROVEMENT FUND #432						
Professional Services	-					-
Capital Outlay	-					-
Transfers-Out	209,837.00					209,837.00
Total Future Capital Improvement Fund	<u>209,837.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>209,837.00</u>
STORM AND SEWER DRAINAGE FUND #433						
Contractual Services	62,000.00					62,000.00
Total Storm & Sewer Drainage Fund	<u>62,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>62,000.00</u>
FIRE CAPITAL IMPROVEMENT FUND #434						
Contractual Service	37,000.00					37,000.00
Operating Supplies	1,000.00					1,000.00
Capital Outlay	131,000.00					131,000.00
Debt Service	107,813.00					107,813.00
Transfer Out	235,838.00					235,838.00
Advance Out	-					-
Total Fire Capital Improvement Fund	<u>512,651.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>512,651.00</u>
YMCA CAPITAL RESERVE FUND #437						
Contractual Services	30,000.00					30,000.00
Capital Outlay	-					-
Total YMCA Capital Imp Fund	<u>30,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>30,000.00</u>

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Proposed Amendment April 19, 2022	Total 2022 Appropriations
EXCESSIVE LOAD FUND #444						
Contractual Services	-			-		-
Capital Outlay	-			-		-
Total Wallings Road Fund	-	-	-	-	-	-
WATER MAIN FUND #445						
Contractual Services	15,000.00					15,000.00
Operating Supplies	-					-
Capital Outlay	-					-
Total Water Main Fund	15,000.00	-	-	-	-	15,000.00
YMCA CAPITAL IMPROVEMENT FUND #449						
Contractual Services	-				-	-
Total YMCA Capital Imp Fund	-	-	-	-	-	-
ISSUE 1 - SPRAGUE ROAD FUND #451						
Transfer Out	17,887.00					17,887.00
Total Issue 1 - Sprague Rd. Fund	17,887.00	-	-	-	-	17,887.00
ENERGY CONSERVATION PROJECT CAPITAL FUND #463						
Capital Outlay	-					-
Total Energy Conservation Project Capital Fund	-	-	-	-	-	-
TRADITIONS AT ROYALTON PLACE TIF #465						
Capital Outlay	250,000.00					250,000.00
Total Traditions at Royalton Place TIF#465	250,000.00	-	-	-	-	250,000.00
WASTEWATER TREATMENT FUND #551						
Sanitary Sewer Treatment						
Personal Services	1,332,500.00		43,395.00			1,375,895.00
Contractual Services	2,706,700.00	3,500.00	75,000.00	2,717,876.00		5,503,076.00
Supply & Materials	475,300.00					475,300.00
Capital Outlay	450,000.00					450,000.00
Advance Out	-					-
Total Wastewater Treatment Fund	4,964,500.00	3,500.00	118,395.00	2,717,876.00	-	7,804,271.00
WASTEWATER MAINTENANCE FUND #552						
Storm Sewer & Drainage Maintenance						
Personal Service	710,500.00		24,671.00			735,171.00
Contractual Services	444,600.00					444,600.00
Supply & Materials	189,500.00					189,500.00
Capital Outlay	640,000.00					640,000.00
Total Stormwater & Drainage	1,984,600.00	-	24,671.00	-	-	2,009,271.00
Wastewater Maintenance						
Personal Service	972,600.00					972,600.00
Contractual Services	377,200.00				(100,000.00) F	277,200.00
Supply & Materials	327,200.00				100,000.00 F	427,200.00
Capital Outlay	203,000.00					203,000.00
Total Wastewater Maintenance	1,880,000.00	-	-	-	-	1,880,000.00
Total WW Maintenance Fund	3,864,600.00	-	24,671.00	-	-	3,889,271.00
WASTEWATER DEBT SERVICE FUND #553						
Debt Service	1,165,800.00					1,165,800.00
Total WW Debt Service Fund	1,165,800.00	-	-	-	-	1,165,800.00
WASTEWATER REPAIR AND REPLACEMENT FUND #555						
Transfers-Out	-	-				-
Total WW Repair & Replacem't	-	-	-	-	-	-
OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710						
Personal Services	-					-
Contractual Service	-					-
Other Operating	-					-
Transfer-Out						-
Total OGBC Fund	-	-	-	-	-	-
IMPROVEMENT HOLDING FUND #763						
Refunds	10,000.00		75,000.00			85,000.00
Total Improvement Holding Fund	10,000.00	-	75,000.00	-	-	85,000.00
OHIO BOARD OF BUILDING STANDARDS FUND #764						
Other	3,000.00					3,000.00
Total OBBS Fund	3,000.00	-	-	-	-	3,000.00
BUILDING CONSTRUCTION BOND FUND #766						
Other	70,000.00				80,000.00 G	150,000.00
Transfer Out					5,000.00 H	5,000.00
Total Bldg. Construction Bond Fund	70,000.00	-	-	-	85,000.00	155,000.00
OFFICE ON AGING DEPOSITS FUND #768						
Other	500.00					500.00
Total Office on Aging Deposits Fund	500.00	-	-	-	-	500.00
UNCLAIMED FUNDS #769						
Other	500.00					500.00
Total Unclaimed Funds	500.00	-	-	-	-	500.00
FUND TOTALS	50,169,440.00	2,424,685.05	331,451.00	3,426,911.00	233,672.00	56,586,159.05

ORDINANCE NO. 22-75

INTRODUCED BY: Wos, Dietrich, Carbone-McDonald

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2023 CHEVROLET TAHOE 4X4 FOR THE NORTH ROYALTON FIRE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$42,180.00, VENDOR TIM LALLY CHEVROLET, INC., AND DECLARING AN EMERGENCY

- WHEREAS: Council has authorized the purchase of one (1) motor vehicle for the North Royalton Fire Department; and
- WHEREAS: This vehicle is not available through the Ohio Cooperative Purchasing Program and with limited quotes, the city is proposing a single source supplier; and
- WHEREAS: The proposal of Tim Lally Chevrolet, Inc. in the amount of \$42,180.00 was the only proposal sought and available due to lack of inventory and production; and
- WHEREAS: Council desires to authorize the funding for this purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$42,180.00 (cost of vehicle, options, delivery) for the purchase of one (1) 2023 Chevrolet Tahoe 4x4 for the North Royalton Fire Department from Tim Lally Chevrolet, Inc., 24999 Miles Road, Warrensville Heights, Ohio 44128, and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Fire Department is hereby authorized and directed to forward a certified copy of this Ordinance to Tim Lally Chevrolet, Inc.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the purchase of this vehicle for the North Royalton Fire Department for the proper and immediate performance of departmental duties.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

PURCHASER North Royalton Fire
ADDRESS 7000 Royalton Rd
CITY North Royalton STATE Oh ZIP 44133
RES. PHONE ()
BUS. PHONE (440) 759-8421
E-MAIL rchegan@northroyalton.org DATE 04/12/22
MOBILE NO. (440) 237-3850

BUYERS ORDER

Tim Lally Chevrolet, Inc.

24999 Miles Rd
Warrensville Heights, Ohio 44128
440-232-2000 Fax 440-232-2104

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED
MOTOR VEHICLE: ☒ NEW ☐ USED ☐ DEMO ☐ RENTAL ☐ FACTORY OFFICIAL

DEAL NO. CUSTOMER NO.

MILEAGE ON PURCHASED VEHICLE:
Accurate Unless Marked Not Accurate ☐ NOT ACCURATE

VEHICLE SOLD:	MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK. NO.	SERIAL NO.
	Chevrolet	2023	Tahoe 4 x 4	SSV	RED	Black		ORDER

TRADE IN RECORD - TRADE 1			
YEAR	MAKE	MODEL	TYPE
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate Salvage Vehicle? <input type="checkbox"/> Yes			
BALANCE OWED \$ (Good Until) Trade-in Allowance			
TRADE IN RECORD - TRADE 2			
YEAR	MAKE	MODEL	TYPE
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate Salvage Vehicle? <input type="checkbox"/> Yes			
BALANCE OWED \$ (Good Until) Trade-in Allowance			
REMARKS: Federal Signal Marked Vehicle Package includes: 2 front LED,s headlight flasher, light bar, 2 rear side window lights, rear stick, rear hideaways, console with cupholders and arm rest and pathfinder.			
DEPOSIT (PARTIAL PAYMENT) RECEIPT – Purchaser hereby provides to the Dealer the sum of \$ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for days from the date of Deposit. X			
NEGATIVE EQUITY DISCLOSURE & CONSENT – I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ (known as negative equity). X			
ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. X			

PRICE OF VEHICLE	\$	36967.00
OTHER GOODS & SERVICES 4x4 SSV		3294.00
4 additon keys/key alike		125.00
Horn / siren circ. wiring		55.00
Grill lamp and siren circ. wiring		125.00
BTB Remote Start		300.00
5J9 Tail lamp flasher		85.00
6C7 Red/white front dome light		170.00
9V2 Special Paint Red		649.00
NHT Max Trailering		375.00
DOCUMENTARY SERVICE FEE		
TOTAL PRICE		42145.00
TRADE-IN ALLOWANCE(S)	()
TAX BASE		
SALES TAX %		
TITLE FEE		15.00
REGISTRATION FEE		20.00
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		42180.00
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		
LESS REBATE/FACTORY INCENTIVE		
BALANCE DUE	\$	42180.00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Owe/Delivery Report and Used Vehicle Limited Warranty.

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement.

I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this day of ,

PURCHASER(S)

SALESPERSON

ACCEPTED BY AUTHORIZED AGENT

ORDINANCE NO. 22-76

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Carbone-McDonald

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1)
JOHN DEERE GATOR UTILITY VEHICLE FOR THE NORTH ROYALTON WASTEWATER
DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$11,262.73, VENDOR AG-PRO COMPANIES,
AND DECLARING AN EMERGENCY

WHEREAS: Council has authorized the purchase of one (1) utility vehicle for the North Royalton Wastewater Department; and

WHEREAS: The city is purchasing this vehicle through Ag-Pro Companies which meets or exceeds the specifications of the Ohio Cooperative Purchasing Program of the Department of Administrative Services, as required by House Bill 204; and

WHEREAS: It is necessary to provide for the funding of said purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON,
COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$11,262.73 for the purchase of one (1) John Deere Gator utility vehicle for the North Royalton Wastewater Department from Ag-Pro Companies, 11204 Royalton Road, North Royalton, Ohio 44133, and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. This purchase meets or exceeds the specifications of the Ohio Cooperative Purchasing Program of the Department of Administrative Services, as required by House Bill 204.

Section 3. The Wastewater Superintendent is hereby authorized and directed to forward a certified copy of this Ordinance to Ag-Pro Companies.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the purchase of this vehicle for the North Royalton Wastewater Department for the proper and immediate performance of departmental duties.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

CITY OF NORTH ROYALTON

Consolidated Sanitary Sewer District



Phone: 440-237-5010
Facsimile: 440-582-9281

11675 Royalton Road
North Royalton, Ohio 44133

To: Members of City Council

Re: John-Deere Gator Utility Vehicle

Date: 4/19/2022

Dear Council Members;

I am recommending the following purchase for the Wastewater Department for our everyday operations at the treatment plants. The equipment is a John-Deere Utility Vehicle for the use to transport equipment and supplies throughout the plants. This item was in last year's budget and was on back order. The vendor selected will have one available the first week of May. The total cost is **\$11,262.73** which is lowest quote of the four vendors selected. With Ag-Pro Companies here in the city being the lowest vendor quoted.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark A. Smith".

Mark A. Smith
Wastewater Superintendent
City of North Royalton
Consolidated Sanitary Sewer District

CITY OF NORTH ROYALTON REQUEST FOR LEGISLATION

To be presented at the Council Meeting on April 19th 2022

Person (Department) making request: Mark A. Smith

Requested legislation (description):

Approval for the purchase of a John-Deere utility vehicle

****Please check or fill in all that apply to your request:**

1. Does the subject need to be introduced in Committee first:

Yes ☒ No ☐ If yes, which Committee Utilities

Or referred to Committee after it is introduced on 1st reading:

Yes ☐ No ☒ If yes, which Committee _____

2. Is there a Code Section involved (*please request Code Section from Director of Legislative Services; *this will ensure the current version is being used*):

Yes ☐ No ☒ Section No.: _____

4. Is this amending a current Ordinance (other than a Code amendment): Yes ☐ No ☒

If so what Ordinance/Resolution No. _____

3. Is there a Staffing Classification or Wage Schedule amendment (*please request CLEAN COPIES from the Director of Legislative Services for Staffing and Finance for Wages):

Yes ☐ No ☒

4. Exhibits attached: Yes ☒ No ☐

5. If vehicle or equipment purchase:

Ohio Coop (DAS) ☐ Sourcewell ☒ Vendor (3 quotes required) ☐ ODOT ☐

FINANCE DEPARTMENT (if cost is involved)

Projected cost: \$ 11,262.73

Cost is budgeted: Yes ☒ No ☐

Fund appropriated: 5514580-44374

All requests for legislation must be submitted to the Director of Legislative Services no later than **4:30 PM on Wednesday preceding the regularly scheduled meeting of Council**. All legislation submitted after the aforementioned time will be considered on a case-by-case basis with the approval of the Law Director. ***Please email request form with all pertinent information/documents to dschroeder@northroyalton.org***. If research is needed, the legislation may not be ready for the next meeting. If this is the case, you will be notified by the Law Director or Director of Legislative Services.



Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

Christopher Graham

Ag-Pro Companies
11204 Royalton Road
N. Royalton, OH 44133

Tel: 440-237-4806
Fax: 440-237-5181
Email: cgraham@agproco.com

- Vendor: Deere & Company
- ☐ 2000 John Deere Run
Cary, NC 27513
 - ☐ Signature
 - ☐ Shipping address
 - ☐ Billing address
 - ☐ Billing email address

If information is not included, the Purchase Order or Letter of Intent will be returned.



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Ag-Pro Companies
11204 Royalton Road
N. Royalton, OH 44133
440-237-4806
WNRoyaltonGM@agproco.com

Quote Summary

Prepared For:

NORTH ROYALTON SEWAGE PLANT
11675 ROYALTON RD
NORTH ROYALTON, OH 44133

Delivering Dealer:

Ag-Pro Companies
Christopher Graham
11204 Royalton Road
N. Royalton, OH 44133
Phone: 440-237-4806
cgraham@agproco.com

PRICING IS CONTINGENT ON SUBMISSION OF PROOF OF
MEMBERSHIP IN STATE BUYING PROGRAM AS A MEMBER OR
AS A CO-OP

Quote ID: 26394025
Created On: 04 April 2022
Last Modified On: 06 April 2022
Expiration Date: 29 April 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™HPX615E (Model Year 2022) Contract: OH STS515 AG Mach, Mowers, Tractors 800750 (PG 6G CG 22) Price Effective Date: November 6, 2020	\$ 12,982.99	\$ 11,262.73 X	1 =	\$ 11,262.73
Equipment Total				\$ 11,262.73

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 11,262.73
Trade In	
SubTotal	\$ 11,262.73
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 11,262.73
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 11,262.73

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE



Selling Equipment

Quote Id: 26394025

Customer Name: NORTH ROYALTON SEWAGE PLANT

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:Ag-Pro Companies
11204 Royalton Road
N. Royalton, OH 44133
440-237-4806
WNRoyaltonGM@agproco.com

JOHN DEERE GATOR™HPX615E (Model Year 2022)

Hours:

Suggested List *

Stock Number:

\$ 12,982.99

Contract: OH STS515 AG Mach, Mowers, Tractors 800750
(PG 6G CG 22)

Selling Price *

\$ 11,262.73

Price Effective Date: November 6, 2020

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57G6M	GATOR™HPX615E (Model Year 2022)	1	\$ 11,199.00	13.25	\$ 1,483.87	\$ 9,715.13	\$ 9,715.13
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
1012	High-Performance All-Terrain (HPAT) Tires	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
2006	Bench Seat Yellow	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake and Tail Lights	1	\$ 455.00	13.25	\$ 60.29	\$ 394.71	\$ 394.71
3120	Cargo Box Manual Lift with Prop Rod	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
4000	OPS with Nets	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
4030	Black Poly Roof	1	\$ 470.00	13.25	\$ 62.28	\$ 407.72	\$ 407.72
4201	Front Brush Guard	1	\$ 263.00	13.25	\$ 34.85	\$ 228.15	\$ 228.15
Standard Options Total			\$ 1,188.00		\$ 157.42	\$ 1,030.58	\$ 1,030.58
Dealer Attachments/Non-Contract/Open Market							
BM25922	OPS Abrasion Resistant Full Windshield	1	\$ 595.99	13.25	\$ 78.97	\$ 517.02	\$ 517.02
Dealer Attachments Total			\$ 595.99		\$ 78.97	\$ 517.02	\$ 517.02
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 12,982.99		\$ 1,720.26	\$ 11,262.73	\$ 11,262.73



JOHN DEERE

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

Anthony Andrusyszyn

Polen Implement, Inc.
42255 Oberlin-elyria Road
Elyria, OH 44035

Tel: 440-322-8821

Fax: 440-322-7097

Email: tonya@polenimplement.com

Vendor: Deere & Company
☐ 2000 John Deere Run
Cary, NC 27513

☐ Signature

☐ Shipping address

☐ Billing address

☐ Billing email address

If information is not included, the Purchase Order or Letter of Intent will be returned.

The John Deere Government Sales Team



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Polen Implement, Inc.
42255 Oberlin-elyria Road
Elyria, OH 44035
440-322-8821
polenimp@polenimplement.com

Quote Summary

Prepared For:
City Of North Royalton
OH

Delivering Dealer:
Polen Implement, Inc.
Anthony Andrusyszyn
42255 Oberlin-elyria Road
Elyria, OH 44035
Phone: 440-322-8821
tonya@polenimplement.com

Quote ID: 26424095
Created On: 07 April 2022
Last Modified On: 07 April 2022
Expiration Date: 14 April 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™HPX615E (Model Year 2022)	\$ 13,406.54	\$ 11,630.17 X	1	\$ 11,630.17
Contract: OH STS515 AG Mach, Mowers, Tractors 800750 (PG 6G CG 22)				
Price Effective Date: November 6, 2020				
Equipment Total				\$ 11,630.17

* Includes Fees and Non-contract Items

Quote Summary

Equipment Total	\$ 11,630.17
Trade In	
SubTotal	\$ 11,630.17
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 11,630.17
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 11,630.17

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 26424095

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Polen Implement, Inc.
42255 Oberlin-elyria Road
Elyria, OH 44035
440-322-8821

polenimp@polenimplement.com

JOHN DEERE GATOR™ HPX615E (Model Year 2022)

Hours:

Suggested List *

Stock Number:

\$ 13,406.54

Contract: OH STS515 AG Mach, Mowers, Tractors 800750
(PG 6G CG 22)

Selling Price *

\$ 11,630.17

Price Effective Date: November 6, 2020

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57G6M	GATOR™ HPX615E (Model Year 2022)	1	\$ 11,899.00	13.25	\$ 1,576.62	\$ 10,322.38	\$ 10,322.38
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
1012	High-Performance All-Terrain (HPAT) Tires	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
2006	Bench Seat Yellow	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
3001	Cargo Box with Paint and Rear Reflectors	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
3120	Cargo Box Manual Lift with Prop Rod	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
4000	OPS with Nets	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
4030	Black Poly Roof	1	\$ 506.00	13.25	\$ 67.05	\$ 438.95	\$ 438.95
4249	Less Front Brush Guard	1	\$ 0.00	13.25	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 506.00		\$ 67.05	\$ 438.95	\$ 438.95
Dealer Attachments/Non-Contract/Open Market							
BM25922	OPS Abrasion Resistant Full Windshield	1	\$ 595.99	13.25	\$ 78.97	\$ 517.02	\$ 517.02
BM22772	Cargo Box Bed Mat	1	\$ 132.69	13.25	\$ 17.58	\$ 115.11	\$ 115.11
BM22841	Heavy-Duty Front Brush Guard	1	\$ 272.86	13.25	\$ 36.15	\$ 236.71	\$ 236.71
Dealer Attachments Total			\$ 1,001.54		\$ 132.70	\$ 868.84	\$ 868.84
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment

Quote Id: 26424095

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Polen Implement, Inc.
42255 Oberlin-elyria Road
Elyria, OH 44035
440-322-8821

polenimp@polenimplement.com

Total Selling Price

\$ 13,406.54

\$ 1,776.37 \$ 11,630.17 \$ 11,630.17

STATE 8 Motorcycles

Sales Consultant Paul

Date 4-7-22

Customer Information

Name John

Home Phone

Street Address

Cell Phone

City, State, Zip

E-mail Mtuma@Northroyalton.org

Vehicle Information

☒ New ☐ Used Year 22

Make Polaris

Model Ranger 500

Color Green

Stock #

VIN

Target Delivery Date

1. Trade-In Vehicle

Year	Make	Model
Mileage	Color	
Condition:		
Trade Amount		
Amount Owed		
Equity	\$	

2. Vehicle Price

Vehicle Price	10699
Destination	1215
Reconditioning	
Accessories	1149.96
Installation	247.50
Documentation	249
Subtotal	13560.46
Tax <u>8.0</u> %	1084.84
License	15
Total	14660.30
Surcharge	

3. Initial Investment

20% Cash Down

\$ _____

VISA/MASTERCARD/DISCOVER 2% SURCHARGE - AMEX 3%

4. Monthly Investment

36 mos. = _____/mo To _____/mo

48 mos. = _____/mo To _____/mo

Note: Actual monthly payment will depend on your approved credit. This worksheet does not represent an order.

Polaris Medina

1609 Medina Road
Medina, OH 44256
330-239-1950

Pick Ticket

Sold To: Counter Sale

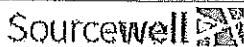
Date: 04/07/2022 3:26 PM

Sold	S/O	Lay	P/U	Part Number	Sup	Description	Ext Price	Bin
1	0	0	0	2883236	PO	K-ROOF,RGT(2)	\$369.99	W1
1	0	0	0	2883318	PO	K-WINDSHIELD,FULL,GP RGT	\$399.99	W2
0	1	0	0	2879973	PO	K-BPR,FR,STD,RTC	\$269.99	GR1C
0	1	0	0	2881485	PO	K-LINER,BOX,RGT	\$109.99	OR1A

Subtotal	\$1,149.96
Sales Tax	\$77.62

Pick Ticket Total	\$1,227.58
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(This is not an Invoice)



Utility Tractors & Mowers - 031121
 CE and AG - 040319
 Utility Vehicles 122220
 Arkansas 6600041718
 Delaware GSS-21673
 Mississippi (CE Only) 8200056371
 Mississippi 8200055841

RTV520D-HS WEB QUOTE #2194494

Date: 11/9/2021 7:28:14 AM

-- Customer Information --

Simon, John

City of North Royalton

bobby@akrontractor.com

440-336-5377



Quote Provided By
 Akron Tractor and Equipment, Inc.
 Bobby Beiswenger
 1309 Collier Road
 Akron, OH 44320
 email: bobby@akrontractor.com
 phone: 3308360237

-- Standard Features --

-- Custom Options --



Kubota

State by State

V Series

RTV520D-HS (Orange
 Deluxe)

*** EQUIPMENT IN STANDARD MACHINE ***

GASOLINE ENGINE

Model Kubota GZ520-E3F-UV
 2 cyl, 4 cycle OHC
 Water cooled
 Electronic fuel Injection (EFI)
 27.8 cu. in.
 +17.4 Net Eng HP

DIMENSIONS

Width 54.7 in
 Height 74.0 in
 Length 105.1 in
 Wheelbase 70.8 in
 Tow Capacity 1168 lbs
 Ground Clearance F/R 8.1 in/6.7 in

TRANSMISSION

Variable Hydro Transmission
 Forward Speeds:
 Low 0 - 10 mph
 High 0 - 25 mph
 Reverse 0 - 10 mph
 Rear differential lock

CARGO BOX

Width 40.8 in
 Length 33.7 in
 Depth 11.4 in
 Load Capacity 441 lbs
 Vol. Capacity 9.0 cu ft

FLUID CAPACITY

Fuel Tank 5.0 gal
 Cooling 1.3 qts
 Engine 1.43 qts
 Transmission 2.38 gal
 Brake Fluid 0.21

OPERATING FEATURES

Rack and Pinion Steering
 VHT Plus Transmission
 Front Independent Suspension
 Rear Semi-independent
 Suspension
 Brakes - Front/Rear Dry Disc
 Rear Brake Lights / Front
 Headlights
 2" Hitch Receiver - Front & Rear

SAFETY EQUIPMENT

OSHA 1928.52 ROPS and seat
 belt
 Rear Wheel Hand Parking
 Brake
 Spark Arrestor Muffler
 Sound Level - operator's Ear
 81.9 dBA
 @ max. rpms

TIRES AND WHEELS

Heavy Duty Tire F 24 x 9 - 12, 6 ply
 R 24 x 11 - 12, 6 ply

RTV520D-HS Base Price: \$10,899.00

(1) PLASTIC CANOPY \$724.10
 77700-V4312-PLASTIC CANOPY

(1) POLY WINDSHIELD - HARD COAT \$1,185.63
 77700-V4368-POLY WINDSHIELD - HARD COAT

(1) POLY-CAB MOUNTING KIT \$400.75
 77700-V4310A-POLY-CAB MOUNTING KIT

Configured Price: \$13,209.48

Sourcewell Discount: (\$2,906.09)

SUBTOTAL: \$10,303.39

Dealer Assembly: \$276.25

Freight Cost: \$600.00

PDI: \$400.00

Total Unit Price: \$11,579.64

Quantity Ordered: 1

Final Sales Price: \$11,579.64

**Purchase Order Must Reflect
 the Final Sales Price**

To order, place your Purchase Order directly with the quoting
 dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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Winch & cover

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE FURNISHING, DELIVERY AND INSTALLATION OF COMPUTER HARDWARE AND SOFTWARE AND OTHER SERVICES FOR A FINANCIAL MANAGEMENT INFORMATION AND APPLICATIONS SYSTEM FOR THE FINANCIAL FUNCTIONS OF THE CITY OF NORTH ROYALTON, FOR AN AMOUNT NOT TO EXCEED \$52,391.00, AND DECLARING AN EMERGENCY

WHEREAS: Tyler Technologies, Inc. and the City of North Royalton are parties to an agreement dated February 10, 2009 (Ordinance 09-13); and

WHEREAS: Tyler Technologies, Inc. and the City of North Royalton desire to amend the terms of the Agreement; and

WHEREAS: Tyler Technologies, Inc. has adjusted the annual maintenance fees currently due for the Tyler Enterprise ERP Software for the maintenance term commencing April 23, 2022, and ending April 22, 2023; and

WHEREAS: Council desires to authorize the Mayor to enter into an amendment to the agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby authorizes the Mayor to enter into an amendment to the agreement with Tyler Technologies, Inc. for the maintenance of a Financial Management Information and Applications System for the financial functions of the City of North Royalton for an amount not to exceed \$52,391.00, pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. The Director of Finance is hereby authorized and directed to forward a certified copy of this Ordinance to Tyler Technologies, Inc.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for maintenance of a Financial Management Information and Applications System for the financial functions of the City of North Royalton.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of North Royalton, with offices at 14600 State Road, North Royalton, Ohio 44133 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated February 10, 2009 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Tyler has adjusted the annual maintenance fees currently due for the Tyler Enterprise ERP Software. Accordingly, invoice #045-369483, dated March 1, 2022, and attached hereto as Exhibit 1 is hereby voided. Tyler will reissue a new invoice for the maintenance term commencing April 23, 2022, and ending April 22, 2023, as set forth in the Amendment Investment Summary attached hereto as Exhibit 2. Subsequent annual maintenance fees will be invoiced in accordance with the Agreement.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

North Royalton, Ohio

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





Exhibit 1
Invoice

**Remittance:**

Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-369483	03/01/2022	1 of 2

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: CITY OF NORTH ROYALTON
 Attn: Accounting
 14600 STATE ROAD
 NORTH ROYALTON, OH 44133

Ship To: CITY OF NORTH ROYALTON
 Attn: Accounting
 14600 STATE ROAD
 NORTH ROYALTON, OH 44133

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
6651	168914		USD	NET30	03/31/2022

<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023	1	18,761.66	18,761.66
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023	1	3,949.24	3,949.24
	SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023	1	1,795.46	1,795.46
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023	1	3,051.51	3,051.51
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023	1	4,309.44	4,309.44
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023	1	3,051.51	3,051.51
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023	1	3,590.91	3,590.91
	TYLER FORM PROCESSING SUPPORT Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023	1	3,989.91	3,989.91
	GUI UNLIMITED LICENSE SUPPORT Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023	1	2,700.00	2,700.00
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023	1	14,757.48	14,757.48
	SUPPORT & UPDATE LICENSING - BUSINESS OBJECTS Maintenance: Start: 23/Apr/2022, End: 22/Apr/2023	1	5,541.52	5,541.52

**Remittance:**

Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-369483	03/01/2022	2 of 2

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: CITY OF NORTH ROYALTON
 Attn: Accounting
 14600 STATE ROAD
 NORTH ROYALTON, OH 44133

Ship To: CITY OF NORTH ROYALTON
 Attn: Accounting
 14600 STATE ROAD
 NORTH ROYALTON, OH 44133

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
6651	168914		USD	NET30	03/31/2022
Date	Description	Units	Rate	Extended Price	



Announcement

Subject: Tyler Product Name Updates

As one of our valued clients, we are excited to share with you that many of our products are getting new, simplified names. These updated names will be functional in nature, making it easier to understand what our products do.

We want to assure you there will be **no change in product functionality or the support and services currently received**; we are simply changing the names of our products. In **February 2022**, you will begin seeing new names used in various documentation and materials, including client support tools, business invoices, tylertech.com, within software applications, etc.

This announcement is to simply make you aware of these changes; no further action is needed on your part. Should you have further questions, please visit our FAQ page at tylertech.com/FAQ.

****ATTENTION****

Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	65,498.64
Sales Tax	0.00
Invoice Total	65,498.64



Exhibit 2

Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Justin Almy
 Quote Expiration: 09/06/22
 Quote Name: City of North Royalton, OH -ERP-
 Maintenance Renewal
 Quote Description: Maintenance Renewal

Sales Quotation For:

City of North Royalton
 14600 State Rd
 North Royalton OH 44133-5120
 Phone: +1 (440) 582-6234

Tyler Software and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Financial Management					
Accounting	1	\$ 0	0	\$ 0	\$ 15,008
Accounts Payable	1	\$ 0	0	\$ 0	\$ 0
Budgeting	1	\$ 0	0	\$ 0	\$ 0
Purchase Orders	1	\$ 0	0	\$ 0	\$ 3,447
Revenue Management					
Accounts Receivable	1	\$ 0	0	\$ 0	\$ 3,159
General Billing	1	\$ 0	0	\$ 0	\$ 1,436
Content Management					
Content Manager Core	1	\$ 0	0	\$ 0	\$ 2,872
Data Insights					
Role Tailored Dashboard	1	\$ 0	0	\$ 0	\$ 2,440
Additional					
Business Objects Bundled	1	\$ 0	0	\$ 0	\$ 4,432
Enterprise ERP Office	1	\$ 0	0	\$ 0	\$ 2,440
Forms Processing	1	\$ 0	0	\$ 0	\$ 3,192

TOTAL	\$ 0	0	\$ 0	\$ 38,426
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Tyler Annual and Related Services

Description	QTY	Imp. Hours	Annual Fee
Professional Services			
System Management Services Contract	1	0	\$ 11,265
TOTAL:		0	\$ 11,265

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Tyler Unlimited Client Access	1	\$ 0	\$ 0	\$ 0	\$ 2,700	\$ 0	\$ 2,700
TOTAL				\$ 0			\$ 2,700

Summary**One Time Fees****Recurring Fees**

Total Tyler Software	\$ 0	\$ 38,426
Total Annual	\$ 0	\$ 11,265
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 2,700
Summary Total	\$ 0	\$ 52,391
Contract Total	\$ 52,391	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's System Management Services is calculated at 25% of the Enterprise ERP annual maintenance. There is a \$2,500 minimum annual fee. Systems Management Services are invoiced when you sign this sales quotation and are provided in accordance with the terms of service for Tyler Systems Management found here: <https://www.tylertech.com/terms/tyler-systems-management-terms-of-service>.

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATIVE CODE, CHAPTER 220 COUNCIL, SECTION 220.06 RULES OF COUNCIL, RULE VII COMMITTEES, PARAGRAPH (j), AND DECLARING AN EMERGENCY

WHEREAS: Council has determined the need to streamline the Council committee agenda process in order to conduct the business of the city in the most efficient manner possible; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part 2 Administrative Code, Chapter 220 Council, Section 220.06 Rules of Council, Rule VII Committees, Paragraph (j) in order to give effect to that intent; and

WHEREAS: Council desires to provide for these amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Part 2 Administrative Code, Chapter 220 Council, Section 220.06 Rules of Council, Rule VII Committees, Paragraph (j) of the Codified Ordinances of the City of North Royalton are hereby amended as follows:

Rule VII - Committees. At not later than the first regular meeting of Council after its organization, the President of Council shall appoint standing committees of the following subjects and their related components.

(j) Committee Meeting Agendas. Committee meeting agendas will be prepared by ~~the committee chair~~ and submitted to the Council Office no later than the close of business on ~~Wednesday~~ of the week prior to the committee meeting **and email to the Committee Chair for further changes/corrections. The Chair must notify the Council Office of these changes/corrections no later than end of business day Thursday of the week prior to the committee meeting. Once the committee agenda is published and distributed to whom notice is to be given, no further changes shall be made.** Each submitted committee meeting agenda ~~may~~ **should** be accompanied by copies of any ~~new~~ documents **appropriate to the topic to that will be discussed during the meeting.** The Council Office will distribute the committee meeting agendas to Council, the Mayor, and Department Heads no later than the Thursday before the scheduled meeting. In addition, committee meeting agendas will be posted on the City's website. It is the intent of this rule that the Chair and members of the committee as well as the remainder of City Council shall make every reasonable effort to produce all documents relevant to issues on the agenda in a timely fashion so that all such documents may be distributed with the agendas pursuant to this rule. In the event that ~~new~~ documents cannot be produced in a timely manner but are available at some point prior to the ~~affected~~ **scheduled** committee meeting, any committee member as well as any member of Council desiring such documents to be made available shall be responsible for copying and ~~producing~~ **distributing** said documents at or before the meeting. The committee shall discuss ~~the new~~ **any such** documents as they relate to the issue on the agenda. In the event that any new issue is brought before any committee, said new issue shall be added to the agenda at the beginning of the committee meeting **with the affirmative consent of two thirds of the committee.**

Section 2. Part 2 Administrative Code, Chapter 220 Council, Section 220.06 Rules of Council, Rule VII Committees, Paragraph (j) of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other aspects of Section 220.06 shall remain in full force and effect.

Section 3. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to streamline the Council committee agenda process in order to conduct the business of the city in the most efficient manner possible.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
--------------------	----------------------

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATIVE CODE, CHAPTER 220 COUNCIL, SECTION 220.06 RULES OF COUNCIL, RULE VII COMMITTEES, PARAGRAPH (k), AND DECLARING AN EMERGENCY

WHEREAS: Council has determined the need to streamline the Council committee process in order to conduct the business of the city in the most efficient manner possible; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part 2 Administrative Code, Chapter 220 Council, Section 220.06 Rules of Council, Rule VII Committees, Paragraph (k) in order to give effect to that intent; and

WHEREAS: Council desires to provide for these amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Part 2 Administrative Code, Chapter 220 Council, Section 220.06 Rules of Council, Rule VII Committees, Paragraph (k) of the Codified Ordinances of the City of North Royalton is hereby amended as follows:

Rule VII - Committees. At not later than the first regular meeting of Council after its organization, the President of Council shall appoint standing committees of the following subjects and their related components.

(k) Committee of the Whole. There is hereby established a Committee of the Whole. The Committee of the Whole shall be comprised of all members of Council, with the President of Council to serve as Chairman and the President of Council Pro-Tem to serve as Vice Chairman. Committee of the Whole meetings shall be scheduled by the Chairman on an as needed basis as determined by the Chairman. Any topic which falls under the jurisdiction of the City Council shall qualify as a topic to be discussed in the Committee of the Whole if deemed necessary by the Chairman. The Committee of the Whole shall serve only as a recommending body to City Council with no authority to adopt policy or legislation.

Meeting dates for each year, for each of the *standing* committees, shall be established by the ~~committee chairperson~~ **President of Council** not later than the second Council meeting held in December of each year. ***Meeting dates for the Committee of the Whole shall be called and fixed as deemed necessary by the President of Council.***

When matters being discussed at such meetings ***of the Committee of the Whole*** fall within the jurisdiction and responsibility of a particular committee, pursuant to jurisdictional topics listed in this rule as stated herein above, then the chairperson of that particular committee shall preside during such meeting. ~~A recording secretary assigned by the Council Office shall attend all Council committee meetings for the purpose of taking minutes. Said Minutes shall be prepared by the recording secretary in a timely fashion for distribution and record retention. All committee meetings are required to be audio taped as outlined in Section 212.03 of these Codified Ordinances.~~

The committee chairperson ~~shall determine the time and place that various committees shall meet to discuss particular matters, and may, in addition to the regular committee meetings,~~ call for special committee meetings if the committee chairperson determines the need for such meetings.

Section 2. Part 2 Administrative Code, Chapter 220 Council, Section 220.06 Rules of Council, Rule VII Committees, Paragraph (k) of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other aspects of Section 220.06 shall remain in full force and effect.

Section 3. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to streamline the Council committee meeting process in order to conduct the business of the city in the most efficient manner possible.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
--------------------	----------------------

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 22-80

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Carbone-McDonald, Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CITY OF PARMA HEIGHTS FOR THE EXCLUSIVE RIGHT TO THE POSSESSION OF ONE JAIL CELL BED FOR THE BALANCE OF 2022, AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton, as a political subdivision of the State of Ohio, owns and operates a “full service jail” as defined by the state and is authorized to retain prisoners, male and female, for indefinite terms of incarceration; and
- WHEREAS: The City of North Royalton offers to lease a limited number of jail cell beds on an exclusive basis to other governmental subdivisions and/or law enforcement agencies for fixed terms under specific conditions set forth below; and
- WHEREAS: The City of Parma Heights seeks to lease one (1) jail cell bed on an exclusive basis for its own purposes; and
- WHEREAS: Council desires to authorize the Mayor to enter into a lease agreement with the City of Parma Heights.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

- Section 1. Council hereby authorizes the Mayor to enter into a lease agreement with the City of Parma Heights for the exclusive right to the possession of one jail cell bed for the balance of 2022, pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.
- Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into a lease agreement with the City of Parma Heights for the exclusive right to the possession of one jail cell bed for the balance of 2022.
- THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

LEASE AGREEMENT FOR JAIL HOUSING AND ANCILLARY SERVICES

This is a lease agreement between the City of North Royalton, Ohio, Lessor hereinafter "Royalton" and the City of Parma Heights, Ohio, hereinafter Lessee for the extension of jail housing and ancillary services.

Whereas: Royalton, as a political subdivision of the State of Ohio, owns and operates a "full-service jail" as defined by the state and is authorized to retain prisoners, male and female, for indefinite terms of incarceration; and

Whereas: Royalton offers to lease a limited number of jail cell beds on an exclusive basis to other governmental subdivisions and/or law enforcement agencies for fixed terms under specific conditions set forth below; and

Whereas: Lessee seeks to lease one jail cell bed on an exclusive basis for its own purposes.

Now therefore the parties agree as follows:

- 1) Royalton agrees to lease to Lessee and Lessee agrees to lease from Royalton one jail cell bed in the North Royalton Municipal Jail for Lessee's exclusive use at all times during the term of the lease;
- 2) The term of this lease shall be for one (1) year from January 1, 2022 at 12:00AM through December 31, 2022 at 11:59PM; any lease that commences after January 1 shall also terminate on December 31 but shall pay prorated rent based upon its commencement date.
- 3) This lease shall renew automatically from year to year unless terminated as provided hereafter;
- 4) In consideration for this lease Lessee shall pay to Royalton the annual RENTAL sum of Fifty-Six Thousand Dollars (\$56,000.00) PER BED, payable quarterly, in four equal installments in advance on the first day of each quarter of the year without demand or invoice;
- 5) Royalton reserves the right to select the specific cell bed(s) to be assigned for Lessee's use which may and will change from day to day as may be determined by Royalton to conform to the efficient operation of the jail within the sole discretion of Royalton;
- 6) Royalton will provide all standard jail housing services customarily afforded by municipal jails including regular meals, exercise, 24/7/365 oversight;
- 7) Royalton will provide Lessee's prisoners with limited medical services consistent with similar services to those which it provides to and for its own prisoners; all costs and fees attributable to such limited medical services provided to Lessee's prisoners shall be billed separately to Lessee, as incurred, which shall be reimbursed to Royalton within thirty (30) days of invoice;
- 8) For all emergency medical services and/or other medical services that exceed those commonly afforded by Royalton, Royalton will use the North Royalton Fire Department emergency medical services and the same for transport to medical facilities; all such services and transport and additional facility charges and fees shall be the sole responsibility of Lessee;
- 9) Parma Heights will be given reasonable notice, as soon as possible, of any circumstances requiring medical treatment described in paragraphs seven and eight;

10) Royalton will provide all required booking and processing of prisoners in accord with the then current North Royalton Jail Policy Manual; Royalton will provide in-house video arraignment service to the Municipal Court subject to the technical limitations of the service and equipment;

11) All prisoner transport that may be required for any reason (except as noted in paragraph 7 above) is the sole responsibility of Lessee;

12) Lessee shall, upon delivery of a prisoner, provide Royalton all necessary information to complete the forms for incarceration including all known medical conditions and/or concerns;

13) Royalton reserves the right to decline to accept any prisoner if in Royalton's sole discretion that individual is unable to be safely housed or if that individual presents a danger to himself/herself or others;

14) Royalton agrees to offer Lessee a limited preferred priority for the housing of additional prisoners in excess of the one housed pursuant to the terms of this lease for such convenience as that may offer to Lessee at the then current daily rate for non-exclusive cell bed availability;

15) Royalton will conduct a review to determine the lease rate for the coming year and communicate that rate to the lessee on or about August 31st of each lease year in order to allow for Lessee to properly budget for its purpose;

16) Either party may terminate this lease by sending written notice thereof to the other party on or before November 30th of the current lease year;

17) Royalton will make every reasonable effort to fulfill its commitments herein however, notwithstanding any other provision, Royalton reserves the right during any declared emergency or unforeseen calamity to temporarily suspend this lease in order to respond to the then-prevailing conditions;

18) Both parties shall maintain Comprehensive General Liability policies of insurance with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate that address coverage of risks arising from the performance of public safety activities herein and both parties shall obtain a specific Certificates of Insurance naming the other party as an Additional Insured. Both parties shall also maintain Law Enforcement Liability policies with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate, and will provide Certificates of Insurance to the other party with evidence of such coverage. Each party is responsible for the submission of this Agreement to its own insurance carrier and for production of the Certificate of Insured as required herein to list and identify the other party. A copy of the two (2) Certificates shall be published and exchanged between the parties on an annual basis in conjunction with renewal of its comprehensive insurance coverage.

19) This agreement is distinct and separate from and in addition to any prior agreement for jail services on a non-exclusive basis.

The parties identified below affirm that they are authorized to execute this agreement by Ordinance duly enacted by their respective legislative authorities or are possessed of independent authority by their governmental agency.

Mayor Larry Antoskiewicz
City of North Royalton
Lessor

Date

Mayor Marie Gallo
City of Parma Heights
Lessee

Date

Approved as to form: _____
Thomas A. Kelly, Law Director
City of North Royalton

Approved as to form: _____
Mark A. Schneider, Law Director
City of Parma Heights

ORDINANCE NO. 22-81

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Carbone-McDonald, Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE EXISTING AGREEMENT WITH UNIVERSITY HOSPITAL/ PARMA CAMPUS EXTENDING THE LEASE OF 7,000 SQUARE FEET AT THE HEALTHCARE FACILITY LOCATED AT 11409 STATE ROAD, NORTH ROYALTON, OHIO, AND DECLARING AN EMERGENCY

WHEREAS: Since 2012 University Hospital, successor in interest to Parma Community General Hospital, has served the North Royalton community and operated a healthcare facility within and adjacent to the YMCA in the city's recreational facility at 11409 State Road; and

WHEREAS: The current agreement expires on May 15, 2022 and the parties desire to extend the current agreement until December 31, 2022 and allow time to conclude their negotiations for a new agreement for a five year term; and

WHEREAS: Council desires to authorize the Mayor to enter into such an amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON,
COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby authorizes the Mayor to enter into an amendment to the existing agreement with University Hospital/Parma Campus extending the current lease at the healthcare facility located at 11409 State Road, North Royalton, Ohio in substantially the same form and containing substantially the same terms and conditions as set forth in the agreement which is attached hereto as Exhibit A.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into an amendment to the current agreement with University Hospital for the facility to allow additional time to conclude negotiations for a new agreement and avoid an undesirable expiration of the current agreement.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

Second Amendment to Lease Agreement

by and between

The City of North Royalton,

The YMCA of Greater Cleveland,

and

**The Parma Community General Hospital Association d/b/a
University Hospitals Parma Medical Center**

For space located at:

**North Royalton YMCA
11409 State Road
North Royalton, Ohio 44133**

This Second Amendment to Lease Agreement ("Second Amendment") is dated April 14, 2022, by and between The City of North Royalton, an Ohio municipal corporation ("Lessor"), The YMCA of Greater Cleveland, an Ohio not for profit corporation ("Agent"), and The Parma Community General Hospital Association d/b/a University Hospitals Parma Medical Center, an Ohio not for profit corporation ("Lessee").

WITNESSETH:

WHEREAS, the parties entered into a Lease Agreement dated as of December 28, 2010, as amended by the First Amendment to Lease Agreement dated May 12, 2014 (collectively, the "Lease");

WHEREAS, the term of the Lease expires on May 15, 2022;

WHEREAS, the parties wish to extend the current term of the Lease as hereinafter set forth;
and

WHEREAS, the parties desire to modify the Lease as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Lease is hereby amended as follows:

1. Commencing immediately upon the expiration of the current term of the Lease, the term of the Lease is hereby extended for the period commencing May 16, 2022 and expiring on December 31, 2022 ("First Extended Term").
2. Base rent shall remain unchanged at Six Thousand Five Hundred and Eighty Eight and 19/100 Dollars (\$6,588.19) per month for the duration of the First Extended Term.

3. During the period of the First Extended Term, the parties agree to work together in determining the renewal rent and terms for a new five-year lease to be effective on January 1, 2023, and subsequent five-year option.
4. Except as specifically modified herein, all other terms, covenants, conditions and agreements of the Lease shall remain in full force and effect.
5. To the extent that the terms and provisions of this Second Amendment are inconsistent with or ambiguous when read in conjunction with the Lease, the terms and provisions of this Second Amendment shall govern and control.
6. Terms not defined herein have the same meanings as ascribed in the Lease.
7. This Second Amendment may be executed in counterparts, each of which constitutes one and the same original instrument.

Lessor

City of North Royalton

By: _____

Its: _____

Lessee

**The Parma Community General
Hospital Association d/b/a University
Hospitals Parma Medical Center**

By: _____

Its: _____

Agent

YMCA of Greater Cleveland

By: _____

Its: _____

STATE OF)
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared the above named City of North Royalton, by Larry Antoskiewicz, Mayor, who acknowledges that they did sign the foregoing instrument and that the same is the free act and deed of said municipality, and their free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2022.

Notary Public

STATE OF)
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared the above named The Parma Community General Hospital Association d/b/a University Hospitals Parma Medical Center, by _____, its _____, who acknowledges that they did sign the foregoing instrument and that the same is the free act and deed of said not-for-profit corporation, and their free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2022.

Notary Public

STATE OF)
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared the above named YMCA of Greater Cleveland, by _____, its _____, who acknowledges that they did sign the foregoing instrument and that the same is the free act and deed of said not-for-profit corporation, and their free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2022.

Notary Public