

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
MAY 4, 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 Minutes: April 19, 2022
- 5. Communications.
- 6. Mayor's Report.
- 7. Department Head Reports.
- 8. President of Council's Report.
- 9. Committee Reports:

Building & Building Codes

Finance

Review & Oversight

Safety

Storm Water

Streets

Utilities

John Nickell

Paul Marnecheck

Jeremy Dietrich

Michael Vos

Linda Barath

Joanne Krejci

Dawn Carbone-McDonald
- 10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals

Planning Commission

Recreation Board

John Nickell

Paul Marnecheck

Jeremy Dietrich
- 11. Public Discussion: Five minute maximum, on current agenda legislation only.
- 12. LEGISLATION

THIRD 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. Second reading April 19, 2022.**
- 2. **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. Second reading April 19, 2022. Planning Commission recommended approval April 27, 2022.**

3. **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. Second reading April 19, 2022. Planning Commission recommended approval April 27, 2022.**
4. **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. Second reading April 19, 2022. Planning Commission recommended approval April 27, 2022.**
5. **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. Second reading April 19, 2022. Planning Commission recommended approval April 27, 2022.**
6. **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. Second reading April 19, 2022. Planning Commission recommended approval April 27, 2022.**

SECOND READING CONSIDERATION

1. **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. **First reading April 19, 2022.**

FIRST READING CONSIDERATION

1. **22-82** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CITY OF BROADVIEW HEIGHTS FOR THE EXCLUSIVE RIGHT TO THE POSSESSION OF ONE JAIL CELL BED FOR THE BALANCE OF 2022, AND DECLARING AN EMERGENCY.
 2. **22-83** - AN ORDINANCE ACCEPTING THE BID OF JMP RESOURCES FOR THE NORTH ROYALTON BASEBALL FIELD LIGHTING UPGRADE PHASE 3 FOR AN AMOUNT NOT TO EXCEED \$184,515.00 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
 3. **22-84** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE WITH CUYAHOGA COUNTY PLANNING COMMISSION, ACKNOWLEDGING RECEIPT OF A GRANT IN THE AMOUNT OF \$26,000 FROM THE HEALTHY URBAN TREE CANOPY PROGRAM; AUTHORIZING THE EXPENDITURE OF AN ADDITIONAL \$7,000 FOR A TOTAL OF \$33,000 TO COMPLETE THE PROJECT, AND DECLARING AN EMERGENCY.
 4. **22-85** - AN ORDINANCE TO AFFIRM AND RATIFY AN EXISTING AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND REPUBLIC SERVICES FOR THE ACCEPTANCE AND PROPER DISPOSAL OF ALL WASTEWATER SLUDGE, SCREENINGS AND GRITS WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
 5. **22-86** - AN ORDINANCE AMENDING ORDINANCE 21-181 ESTABLISHING VARIOUS BENEFITS FOR REGULAR PART TIME EMPLOYEES OF THE CITY OF NORTH ROYALTON, SECTION 2, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
 14. Adjournment.

ORDINANCE NO. 22-82

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

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CITY OF BROADVIEW 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 Broadview 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 Broadview 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 Broadview 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 Broadview 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:

CITY OF BROADVIEW HEIGHTS, OHIO

RESOLUTION NO. 2022-69

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
A LEASE AGREEMENT BETWEEN THE CITY OF BROADVIEW
HEIGHTS AND THE CITY OF NORTH ROYALTON
FOR PRISONER HOUSING
AND DECLARING AN EMERGENCY.

WHEREAS, the City Council has determined that it is in the best interest of the City of enter into an agreement between the City of Broadview Heights and the City of North Royalton for a lease agreement for Prisoner Housing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:


SECTION 1. The Mayor is hereby and herein authorized to enter into an agreement between the City of Broadview Heights and the City of North Royalton for a lease agreement for Prisoner Housing as delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: April 18, 2022


ROBERT BOLDT, PRESIDENT OF COUNCIL

DATE FILED
WITH MAYOR: April 18, 2022

APPROVED: 
SAMUEL J. ALAI, MAYOR

ATTEST: 
HELEN DUNLAP, CLERK OF COUNCIL

DATE APPROVED: April 18, 2022

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 Broadview 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) Broadview 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.

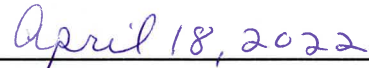
The parties identified below affirm that they are authorized to execute this agreement by Ordinance duly enacted by their respective legislative authorities or are possessed of independent authority by their governmental agency.

Mayor Larry Antoskiewicz
City of North Royalton
Lessor

Date

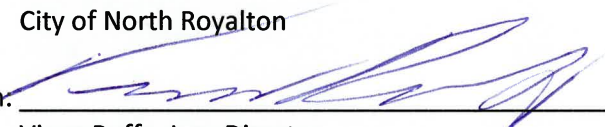
X 

Mayor Samuel J. Alaj
City of Broadview Heights
Lessee



Date

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

Approved as to form: 

Vince Ruffa, Law Director
City of Broadview Heights

ORDINANCE NO. 22-83

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

AN ORDINANCE ACCEPTING THE BID OF JMP RESOURCES FOR THE NORTH ROYALTON
BASEBALL FIELD LIGHTING UPGRADE PHASE 3 FOR AN AMOUNT NOT TO EXCEED \$184,515.00
AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for the North Royalton baseball field lighting upgrade Phase 3; and

WHEREAS: It has been determined that the bid of JMP Resources for an amount not to exceed \$184,515.00 is the lowest and best bid; and

WHEREAS: Council desires to accept this bid.

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 accepts the bid of JMP Resources for the North Royalton baseball field lighting upgrade Phase 3 for an amount not to exceed \$184,515.00 as the lowest and best bid as outlined in Exhibit A attached hereto.

Section 2. The Mayor is hereby authorized to enter into a contract with JMP Resources in a form approved by the Director of Law.

Section 3. The City Engineer is hereby authorized and directed to forward a certified copy of this Ordinance to JMP Resources and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

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 accept the bid of JMP Resources for the North Royalton baseball field lighting upgrade Phase 3 so that this work may commence.

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:



April 14, 2022

City of North Royalton
11545 Royalton Road
North Royalton, OH 44133

Attn: Justin Haselton PE
City Engineer

Re: North Royalton Baseball Field Lighting Upgrade Phase 3 Bid Tabulation

Dear Justin,

Bids were received from two contractors today for the North Royalton Baseball Field Lighting Upgrade Phase 3 Project. Bids were based on the drawings and specifications dated 3/17/2022 and prepared by Scheeser Buckley Mayfield LLC. See the attached bid tabulation form.

The project bid form required a base bid and 2 alternates. The base bid, alternate 1, and alternate 2 for each contractor are summarized on the bid tabulation form.

We have reviewed the information received from each of the bidders and it is our recommendation that the apparent low and best bidder, JMP Resources be considered for the award of this project in the amount of \$184,515 including Alternate 2. It was determined that alternate 1 should not be accepted.

We have performed a scope review phone call with this contractor to verify that their bid was all inclusive. A summary of that conversation is attached.

If you have any questions regarding the above, please do not hesitate to call.

Very truly yours,

Scheeser Buckley Mayfield LLC

A handwritten signature in black ink, appearing to read 'J E Eckman', written over a horizontal line.

James E. Eckman, PE, LEED AP, LC, CBCP
Vice President of Operations

Attachments: 2022-04-14 Ball Field Lighting Upgrade Phase 3 Bid Tabulation Form, 2022-04-14 Ball Field Lighting Upgrade Phase 3 Scope Review Letter

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April 14, 2022

JMP Resources
2894 Carriage Stone St. NW
Uniontown OH, 44683

Attn: Jason Pribanich

Re: North Royalton Ball Field Lighting Upgrade Phase 3 Scope Review Summary

Dear Jason,

Below is a narrative summary of today's scope review call between Tyler Masters and yourself:

1. The contractor confirmed that the \$2,000 allowance for permit fees was included in the base bid cost submitted on the bid proposal form.
2. The contractor confirmed that the scope of alternate 2 is understood as shown on the drawings.
3. The contractor confirmed that all fixture mounting hardware and supports have been included.
4. The contractor confirmed that the removal and replacement of one pole has been included.
5. The contractor confirmed that new grounding for each pole has been included.
6. The contractor confirmed that ground repair back to original condition has been included.
7. The contractor confirmed that the schedule of the project is understood.
8. The contractor confirmed that his bid is based off of Ephesus sports lighting.
9. The contractor confirmed that the light quantities are based off of the manufacturer's photometric calculations.
10. The contractor confirmed that the phasing sequence listed on the drawings is understood.

Please sign below to verify that the information contained in this letter is correct.

A handwritten signature in black ink that reads 'Jason Pribanich'.

Jason Pribanich, Owner, JMP Resources

Very truly yours,

Scheeser Buckley Mayfield LLC

A handwritten signature in black ink that appears to read 'J E Eckman'.

James E. Eckman, PE, LEED AP, LC, CBCP
Senior Associate

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North Royalton Ball Field Lighting Upgrade Phase 3
Bid Tabulation Form
4/14/2022

Contractor	Addendum #1	Bid Bond	Total Bid Price	Alternate 1	Alternate 2	Total
JMP Resources, LLC	Y	Y	\$ 179,915.00	\$ 69,473.00	\$ 4,600.00	\$253,988.00
Perram Electric, Inc.	Y	Y	\$ 215,855.00	\$ 82,355.00	\$ 19,615.00	\$317,825.00

Bid Bond 10%

Alt 1: Replace Field 1 Light Fixtures.

ORDINANCE NO. 22-84

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

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE WITH CUYAHOGA COUNTY PLANNING COMMISSION, ACKNOWLEDGING RECEIPT OF A GRANT IN THE AMOUNT OF \$26,000 FROM THE HEALTHY URBAN TREE CANOPY PROGRAM; AUTHORIZING THE EXPENDITURE OF AN ADDITIONAL \$7,000 FOR A TOTAL OF \$33,000 TO COMPLETE THE PROJECT, AND DECLARING AN EMERGENCY

WHEREAS: Pursuant to Resolution No. R2019-0145, the County Council of Cuyahoga County, Ohio first established funding to provide support for the Healthy Urban Tree Canopy Program for the purpose of investing \$5 million over five years to reforestation efforts in Cuyahoga County; and

WHEREAS: Pursuant to the Program the City of North Royalton applied for the Healthy Urban Tree Canopy Program Grant for trees to be planted at Memorial Park (Project); and

WHEREAS: Cuyahoga County Planning Commission desires to make an award to the City of North Royalton to largely fund said Project; and

WHEREAS: The grant award was premised upon a proposal for the work by Royal Landscaping-Gardening, Inc. for materials and maintenance; and

WHEREAS: Council wishes to authorize the Mayor to accept a reimbursement grant award to fund the Healthy Urban Tree Canopy Program for trees to be planted at Memorial Park, 14600 State Road and to secure the services of Royal Landscaping-Gardening Inc and to provide an \$7,000 in additional funding to complete the project.

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 execute an agreement with the Cuyahoga County Planning Commission to accept a grant award from the Healthy Urban Tree Canopy Program for trees to be planted at Memorial Park, 14600 State Road, 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; to engage Royal Landscaping-Gardening Inc pursuant to its proposal incorporated with the grant application and to allow additional funding in the sum of \$7,000 to complete the project.

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 execute the agreement noted above and to accept a reimbursement grant award to fund the Healthy Urban Tree Canopy Program for trees to be planted at Memorial Park, 14600 State Road for the improvement of the park.

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: _____
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ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**HEALTHY URBAN TREE CANOPY GRANT PROGRAM YEAR 2022
PROJECT AGREEMENT
between
The Cuyahoga County Planning Commission
and**

The City of North Royalton

INTRODUCTION

This Project Agreement is entered into on this 12th day of April 2022, (the "Effective Date"), by and between the Cuyahoga County Planning Commission (hereinafter referred to as "County Planning"), located at 2079 East 9th Street, Suite 5-300 Cleveland, Ohio 44115 and the The City of North Royalton (hereinafter referred to as "Organization"), located at ,
14600 State Road, North Royalton, Ohio 44133

in support of the Healthy Urban Tree Canopy Grant Program (hereinafter referred to as "Program") in Cuyahoga County.

This date acknowledges the Organization's attendance at the mandatory Cuyahoga County Healthy Urban Tree Canopy Grant Awards Workshop, and both parties expressly intend for the agreement to be effective 4/12/22, notwithstanding that a party may sign the agreement after 4/12/22.

Both County Planning and Organization agree to the terms and conditions described in this Project Agreement and Appendices and are collectively referred to as the "Parties". Attachments included as part of the Appendices are incorporated herein and made a part hereof as if fully rewritten herein.

PURPOSE

Whereas, pursuant to Resolution No. R2019-0145, the County Council of Cuyahoga County, Ohio first established funding to provide support for the Program for the purpose of investing \$5 million over five years to reforestation efforts in Cuyahoga County;

Whereas, pursuant to the Program the Organization will complete

Healthy Urban Tree Canopy Program Grant

Trees to be planted at Memorial Park

(hereinafter referred to as "Project");

WHEREAS, County Planning desires to make an award to the Organization to complete said Project;

WHEREAS, the Parties desire to enter into this Project Agreement to govern their respective obligations under the Program with respect to the award; Now, therefore, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties from the other, and intending to be legally bound, the Parties agree as follows:

EFFECTIVE DATE AND TERM

The term of this Project Agreement shall be for the period beginning on the effective date written herein above and ending no later than the 31st day of October 2023. The term of the Project Agreement may be extended by mutual agreement of the parties hereto in writing, least thirty (30) days before the contract expires.

The Project Agreement must be returned within **sixty (60) days** upon notice of the grant award. Failure to return a signed Project Agreement within the sixty (60) day timeframe will forfeit the grant award, thus allowing the funds to be reallocated to another awardee.

MONITORING OF PROJECTS

The Cuyahoga Soil & Water Conservation District will continuously monitor all stages of the project implementation for grant – funded projects. Therefore, the Cuyahoga Soil & Water Conservation District must be present when planting activities begin and will:

- Review and approve all planting and maintenance plans prior to the commencement of planting activities.
- Review planting specifications with the planting crew and crew supervisor.
- Verify Planting Locations.
- Observe the planting activities, or a portion thereof.
- For project monitoring contact Jared Bartley, a minimum of 72 hours prior to the start of planting activities, at the Cuyahoga Soil and Water Conservation District at jbartley@cuyahogawcd.org.

Reimbursement for planting activities **will not occur** until the Cuyahoga Soil & Water Conservation District has verified satisfactory performance with the County Planning Commission that:

- Proper planting techniques occurred.
- Planting specifications were followed.
- Cuyahoga Soil and Water Conservation District initials in the quarterly report submitted along with the reimbursement request.

This is a requirement for reimbursement

FUNDING & COMPENSATION

The Organization acknowledges that funding for the completion of a Program Project was awarded to the Organization through a competitive grant application process conducted by a joint effort of County Planning, Cuyahoga County Department of Sustainability, Cuyahoga Soil & Water Conservation District, and the Cuyahoga County Board of Health. Further, the Organization acknowledges that grant award provided by County Planning is a reimbursement grant award where the entity must first expense the cost and seek reimbursement of expenses paid.

- A. It is expressly understood and agreed that in no event will the total amount to be paid hereunder exceed the maximum sum of \$ 26,000 for the Project (the "Project Award").
- B. The Organization certified matching funds or supplementary funding to fully fund their Project. The Recipient shall contribute no less than the percentage of the total Cost of Project as approved in the original application.

REIMBURSEMENT & REPORTING

- A. Project Workplan. The Grantee must provide an overview of the work and deliverables for the Project in Organization's attached Workplan. In order to be reimbursed, the County requires the following documents:
 - Detailed project workplan to be submitted with this Project Agreement. See Detailed Workplan Template in Attachment A.
 - Completed Reimbursement Form upon payment request detailing both reimbursable and match expenses, signed and dated.
 - Quarterly project reports to be submitted two (2) weeks after the end of the quarter detailing progress to-date.
 - A final report detailing the completed project in order to close out the grant.
- B. Requests for Reimbursement. Project Award payments will be made on a reimbursement basis and paid on a monthly basis. Applicants must complete and submit the PY 2022 Cuyahoga County Healthy Urban Tree Canopy Grant Reimbursement Form (see Attachment B), and provide all support documentation of approved and incurred expenses. A Quarterly Progress Report (see Attachment C), based on the workplan for reimbursement, is required no later than 2 weeks following the end of the quarter. Failure to report on the project status, to pay creditors for activities and equipment specified in the Project Description and Budget or failure to disburse funds for their authorized use constitutes a violation of the Project Agreement terms.
 - Send all reimbursement requests and quarterly reports via email to Alison Ball at aball@cuyahogacounty.us; and carbon copy email to Susan Infeld at Sinfeld@cuyahogacounty.us. Identify Project ID # specific to your grant and reimbursement in the subject line.

- C. Establishment and Maintenance of Records. Records shall be maintained with respect to all matters covered by this Project Agreement. Except as otherwise authorized, such records shall be maintained for a period of five (5) years after receipt of the final payment under this Project Agreement.
- D. Documentation of Costs. All costs shall be supported by appropriate documentation of payment including a copy of cancelled check paid for eligible expenses, properly executed payrolls, time records, invoices, agreements, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, agreements, voucher orders, or other accounting documents pertaining in whole or in part to this Project Agreement shall be clearly identified and readily accessible. All records must be kept according to standard accounting practices.
- E. Worker's Compensation. The Organization assumes all responsibility for any and all Worker's Compensation premiums, unemployment compensation premiums, and federal, state and local taxes due on the compensation paid to all their employees. The Organization agrees to follow federal, state and local regulations pertaining to any employees the Organization may use to provide services under this Project Agreement.
- F. Additional Information. At such times and in such forms as County Planning may require, there shall be furnished to County Planning statements, records, data and information, as County Planning may request pertaining to matters covered by this Project Agreement.

ACKNOWLEDGEMENT

The Organization is required to acknowledge the Healthy Urban Tree Canopy (HUTC) grant program funding and the financial support of Cuyahoga County. This acknowledgement must include at a minimum, the Cuyahoga County logo and a credit line that "The Organization name/program name is supported (in part) by the residents of Cuyahoga County through a public grant from Cuyahoga Healthy Urban Tree Canopy."

The Organization must make a plan to effectively cite the Healthy Urban Tree Canopy funding and support of Cuyahoga County at its events, in print and in digital materials, including but not limited to:

- Website
- Social Media
- Event Programs
- Educational Materials
- Promotional Materials
- Research Papers
- Media Interviews
- Signage
- Emails
- Annual Reports
- Benefit Events/Fundraising

PROCUREMENT STANDARDS AND METHODS

The entity shall use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procedures conform to the County Code and all Cuyahoga County regulations as now in effect and as may be amended from time to time for government and non-profit providers. Procurement procedures must include at a minimum obtaining no less than three (3) bids for materials and contracted work performed with the provision to select the lowest and best bid.

The Organization will enter into an agreement with a qualified and licensed contractor ("Contractor"), who is registered, bonded, and insured as required by Cuyahoga County, to complete all work.

CONFLICT OF INTEREST

No employee, agent, consultant, officer or elected or appointed official of Cuyahoga County or entity who exercises or has exercised any functions or responsibilities with respect to the Project Activities or any of the activities that are in any way connected with this Project Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities or Project Activities, may obtain a personal or financial interest or benefit from any such activity or Scope of Services, or have a financial interest with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and the Organization shall take appropriate steps to assure compliance.

DISCRIMINATION PROHIBITED- EQUAL OPPORTUNITY

During the performance of this Project Agreement, the Organization agrees to provide the services hereunder without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The Parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations, are incorporated to the extent binding upon the Organization.

The Organization agrees that it is and shall be its policy to provide equal opportunity to all businesspersons seeking to contract or otherwise interested in contracting with this Organization, including various eligible Small Business Enterprise, Minority Business Enterprise and Women Business Enterprise (hereinafter "SBE/MBE/WBEs").

Organization acknowledges and warrants that it has been made aware of, understands and agrees to make a good faith effort to solicit SBE/MBE/WBEs to do business with this Organization in accordance with the Cuyahoga County Code.

PROJECT AGREEMENT TO REMAIN IN COMPLIANCE WITH CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES AS CONTINUING COMMITMENTS OR VERIFICATION

Organization shall ensure that all of its certifications, representations, and warranties under this Project Agreement shall remain true throughout the duration of the Project Agreement as if they are continuing commitments, and it shall immediately notify County Planning in writing in the event that any of the certifications, representations, and warranties ceases to be true. At its sole discretion, County Planning has the unequivocal right to review and audit Organization's continuing certifications, representations, and warranties.

During the performance of this Project Agreement, the Organization agrees to itself, its assignees, sub consultants, and successors in interest to comply with all applicable laws, resolutions, regulations and/or policies of Cuyahoga County, including but not limited to equal employment and SBE/MBE/WBEs requirements, which are herein incorporated by reference and made a part of this Agreement. Failure to comply with any of the aforementioned laws, resolutions, regulations and/or policies may result in the termination of this Project Agreement.

Organization warrants and represents that it has not employed or retained any company, firm or person, other than a bona fide employee working for the Organization, to solicit or secure this Project Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bona fide employee working for Organization, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Project Agreement. For breach or violation of this warranty, County Planning shall have the right to annul this Project Agreement without liability or in its discretion to deduct from the contract fee or consideration, or otherwise recover, the full amount of such fee, commission, gift, percentage, or contingent fee.

CHANGES

- A. County Planning may, from time to time, permit changes in the Project Description of the Agreement to be performed hereunder. Any such changes shall be incorporated in written amendments to this Project Agreement signed by the parties.
- B. County Planning may upon its own initiative or upon that of the Organization, authorize changes in the time of performance. As a condition precedent to the authorization of such change, County Planning shall have determined that the Organization has exhibited the utmost in good faith in the performance of the Project Agreement and that there is just cause based upon the intervention of a circumstance unforeseeable at the execution of this Project Agreement. The Organization and County Planning, in writing, shall agree to any change in the time of completion and said writing shall be incorporated in written amendments to this Project Agreement signed by the Parties.

PERSONNEL

- A. The Organization represents that it has or will secure at its own expense, all personnel required in performing the services under this Project Agreement. Such personnel shall not be employees of or have any contractual relationship with County Planning.
- B. All of the services required hereunder will be performed by the Organization or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

ASSIGNABILITY

The Organization shall not assign any interest in this Project Agreement and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the County thereto.

DEFAULT; TERMINATION OF AGREEMENT

If the Organization breaches any of its representations under this Project Agreement or fails to perform any of its obligations at any time prior to the end of the Term or is in default under any other condition of this Project Agreement for a period of thirty (30) days after date of County Planning's written notice to the Organization, County Planning may, at its sole option, terminate this Project Agreement and will be under no further obligation to disburse any funds remaining under the Award. The Organization shall be required to return any funds that may have been advanced during the thirty (30) day period that the notice was issued. If the Project Agreement is terminated as a result of a default by the Organization, the Organization shall not be eligible to apply for a grant or loan under any subsequent round of the Program.

TERMINATION FOR CONVENIENCE

In addition to any other rights County Planning may have at law or under this Project Agreement with respect to cancellation or termination, County Planning may, without cause, terminate this Project Agreement in whole or in part, if County Planning determines that a termination is appropriate for its convenience. County Planning shall give the Organization at least thirty (30) days' notice in writing from County Planning to the Organization.

INDEMNIFICATION

The Organization and County Planning, as Ohio political subdivisions, do not indemnify any person or entity, and agree that no provision of this Project Agreement or any other agreement between County Planning and the Organization may be interpreted to obligate either to indemnify or defend the other or any other person or entity. Each party agrees to be responsible for any and all damages resulting from the actions or omissions of its officers, officials, employees and agents while same are engaged in the performance of this Project Agreement.

TAX

If applicable, the Organization shall pay all taxes, all assessments on property, and all payments in lieu of taxes when due.

GENERAL TERMS OF UNDERSTANDING

The general terms of this Project Agreement are outlined below.

- A. Any notice or communication required or permitted under this Project Agreement shall be sufficiently given in writing delivered in person or by U.S. mail, to the following:

City of North Royalton
Thomas Jordan, Community Dev. Director
14600 State Road
North Royalton, Ohio 44133

Cuyahoga County Planning Commission
Mary Cierebiej, AICP Executive Director
2079 E. 9th Street, Suite 5-300
Cleveland, Ohio 44115

- B. County Planning acknowledges that it is a public body subject to the Ohio Revised Code and other laws related to the keeping of and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication and any and all documents in any format or media.
- C. In the event of any dispute or disagreement between County Planning and the Organization with respect to the interpretation of any provision of this Project Agreement which cannot be resolved in the normal course of business, then upon written notice of either party to the other adhering to the following:
1. Each party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute;
 2. No formal action for such dispute may be commenced by the parties until either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely and so notifies the other party; and
 3. The rights and obligations of the parties under this Section shall not limit either party's right to terminate this Project Agreement as otherwise permitted hereunder.
- D. This Project Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- E. In the event that any provision of this Project Agreement is deemed to be severable or invalid, and if any term, condition, phrase or portion of this Project Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Project Agreement to be invalid or

unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

- F. Neither party to this Project Agreement may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, from which approval shall not be unreasonably withheld.
- G. This Project Agreement constitutes the entire understanding of the parties pertaining to all matters contemplated hereunder at this time. The parties signing this Project Agreement desire or intend that any implementing contract or other agreement entered into between the parties in writing subsequent hereto shall supersede and preempt any conflicting provision of this Project Agreement.
- H. By entering into this Project Agreement, the parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by County Planning and the Organization may be executed by electronic means, and that the electronic signatures affixed by County Planning and/or the Organization to said documents shall have the same effect as if that signature was manually affixed to a paper version of the document.

This Project Agreement is hereby agreed, acknowledged, and executed by the duly authorized representatives below.

For

For

**CUYAHOGA COUNTY
PLANNING COMMISSION**

[Name of Authorized Signatory]

Mayor Larry Antoskiewicz

Mary Cierebiej, AICP
Executive Director

Date

Date

ATTACHMENT A

PY 2022 CUYAHOGA COUNTY HEALTHY URBAN TREE CANOPY GRANT PROGRAM WORK PLAN

PROJECT ID:	
APPLICANT:	
PROJECT NAME:	
NAME OF TREE PLANTING SUPERVISOR/CONTRACTOR:	
CONTACT INFORMATION OF TREE PLANTING SUPERVISOR/CONTRACTOR:	

PROJECT SUMMARY*: (Provide a brief project description and summary of project deliverables below)

***Please attach Planting Plan or Planting Specifications if applicable.**

Planned Work Tasks and Schedule

[illegible]

ATTACHMENT B

DATE: _____



County Planning

2079 EAST 9TH ST, 5-300
CLEVELAND, OH 44115
216.443.3700

2022 HEALTHY URBAN TREE CANOPY GRANT PROGRAM

REIMBURSEMENT REQUEST

Grant Project Title: _____

GRANTEE NAME & ADDRESS: Used for issuing payment

PROJECT ID: _____

PROJECT TYPE: _____

ITEMIZED EXPENSES: (Receipts AND Proof of Payment Required)	UNIT PRICE:	MATCH EXPENSES:	TOTAL GRANT EXPENSES REIMBURSEMENT REQUESTED:
TOTAL:			

GRANT PAYMENT TRACKING: (Grantee to complete)

a. Original Grant Award Amount		\$
b. Reimbursement Amount Received to Date		\$
c. Available Grant Amount (a minus b)		\$
d. AMOUNT OF THIS REIMBURSEMENT REQUEST		\$
e. Any Outstanding Reimbursement Request		\$
f. Balance of Grant Funds Available (c minus d + e)		\$
g. Matching Funds Pledge: \$	h. Matching Funds this Invoice: \$	i. Total Match Incurred to Date: \$
		j. Remaining Matching Funds Balance: \$

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

FOR CCPC USE ONLY

PAYMENT APPROVAL SIGNATURE: _____

DATE: _____

ATTACHMENT C

PY 2022 CUYAHOGA COUNTY HEALTHY URBAN TREE CANOPY GRANT PROGRAM REPORTING FORM

Detailed Work Plan and Quarterly Progress Report

Project ID

APPLICANT:

PROJECT NAME:

NAME OF TREE PLANTING
SUPERVISOR/CONTRACTOR:

Project	Year	Total Number of Trees Planted to Date
Project 1	2018	150
Project 1	2019	200
Project 1	2020	250
Project 1	2021	300
Project 1	2022	350
Project 2	2018	100
Project 2	2019	150
Project 2	2020	200
Project 2	2021	250
Project 2	2022	300
Project 3	2018	50
Project 3	2019	100
Project 3	2020	150
Project 3	2021	200
Project 3	2022	250

Are there any activities to report this quarter?*	
---	--

Please Check One

YES ☐

NO ☐

Cumulative accomplishments to date, in the reporting period from _____ to _____

[illegible]

Project Implementation Details	Provide the items and descriptions referenced under photographs, plantings, and maintenance; if the project is not at a stage where these items are available, please specify "not applicable".
	Photographs: Please attach project site photos (electronic format only) showing before, during, and after implementation details; label photos with project site and locational information and provide a caption identifying what is illustrated. List photographs provided here:
	Plantings: Please provide the number of trees, location of planting sites e.g. address, parcel, or project limits, details of planting plan implemented, and size of plantings. Total # of trees planted this quarter : ____
	Maintenance*: Summarize the efforts to maintain the health of the new plantings. Describe watering routines, and any information or staking, tree protection, and mulching. Include any chemical, physical or biological water quality improvements implemented. Please provide an update on trees planted in previous quarters and the amount of trees that need to be replaced. Maintenance:
	Plans, Policies, Scope Changes and Other: Please share any noteworthy plans or policies developed. Share any other issues including volunteer and outreach efforts or unexpected delays due to unforeseen site conditions, weather, landowner, and/or sub-contractual issues, or anything else that is important to note. If a scope change was requested please provide a brief explanation. Other:

Close Out Report <input type="checkbox"/>	In order to close out the grant please attach a complete project close out report and attach a summary report that describes the project highlights from the beginning to this final quarterly report. Please include post grant activities to ensure the health of newly planted trees. If this is the final reimbursement please check the close out box in the column to the left.
---	---

Report Preparer (print):	Signature:	Date:	Phone Number:
--------------------------	------------	-------	---------------



ROYAL LANDSCAPE – GARDENING, INC.

7801 Old Granger Road
Garfield Heights, OH 44125

(216) 883-7000 phone
(216) 883-7773 fax

royal@royalcompanies.net
"Equal Opportunity Employer"

February 22, 2021

Attn: Tom Zarfoss
Behnke Landscape Architecture
One Page Proposal

PROPOSAL Memorial Park Tree Planting North Royalton, OH Landscape Project

To furnish and install the (60) trees that were given on the native list. All trees to be 2" Cal. B&B. These trees will have a 4-year maintenance and warranty. Planting to follow the county tree plan submission and as set forth below. The price includes the following scope of work:

LANDSCAPE

PLANT MATERIAL

- Trees
- Per the native tree list
- Follow the county tree plan for planting locations
- 2" Cal. B&B
- 1-year warranty
- 1-year maintenance
 - Includes watering and fertilization

Exclusions:

- Concrete Work
- Topsoil
- Signs / Foundations
- Site Furnishings
- ALL site fencing & gates

LANDSCAPE TOTAL _____ **\$ 27,000.00**

LANDSCAPE

MAINTENANCE

- Additional 2-year warranty
- Additional 2-year maintenance
 - Includes watering and fertilization

MAINTENANCE TOTAL _____ **\$ 6,000.00**

Submitted by: _____

Anne M. Ali

Date

ORDINANCE NO. 22-85

INTRODUCED BY: Carbone-McDonald, Krejci, Dietrich

AN ORDINANCE TO AFFIRM AND RATIFY AN EXISTING AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND REPUBLIC SERVICES FOR THE ACCEPTANCE AND PROPER DISPOSAL OF ALL WASTEWATER SLUDGE, SCREENINGS AND GRITS WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY

WHEREAS: The North Royalton Consolidated Sewer District serves the citizens of North Royalton and protects the health of the entire community in the proper treatment and environmentally safe disposition of all sanitary waste; and

WHEREAS: As a normal and expected part of the process of collection and treatment the result is the development of sludge, screening and grits which are required to be safely disposed of in a regulated landfill; and

WHEREAS: Each day throughout the year, sludge and other byproducts are created and on a regular basis must be trucked to the landfill for disposition; and

WHEREAS: Only one landfill, operated by Republic Services, is reasonably near enough and properly licensed for the reception of the sludge and byproducts from North Royalton Consolidated Sewer District creating a single source vendor; and

WHEREAS: North Royalton Consolidated Sewer District has for some years employed the Lorain County landfill operated by Republic Services under the terms of a standard agreement a copy of which is attached hereto; and

WHEREAS: Best practices call for the contract to be approved by City Council and City Council desires to grant that approval without public bidding.

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 affirms and ratifies the existing agreement between the City of North Royalton and Republic Services a copy of which is attached hereto without public bidding as a single source vendor.

Section 2. The Wastewater Superintendent is hereby authorized and directed to forward a certified copy of this Ordinance to Republic Services.

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 affirm and ratify the existing agreement between the City of North Royalton and Republic Services acceptance and proper disposal of all wastewater sludge, screenings and grits without public bidding.

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:

CONTRACT DETAILS

Customer: 981373 - NORTH ROYALTON WWTP	Start Date: February 19, 2019	Default Origin: CUY
Contract: 5006192491	Expiration Date: February 05, 2025	Waste Generator: City of North Royalton
Type: Inbound	Special Waste: <input checked="" type="checkbox"/>	Apply Load Rate: <input type="checkbox"/>
Sales Rep: FRYE,GORDON B	Permanent: <input checked="" type="checkbox"/>	Load Rate Misc. Transaction Code:
Po Number:		Load Rate: (\$0.00)
Cash Only: <input type="checkbox"/>		Service Agreement Effective Date:
Prepaid: <input type="checkbox"/>		Service Agreement Expiration Date:
Collect: <input type="checkbox"/>	Facilities: All Facilities	

Note: Screenings & Grit / City of North Royalton

Material: SW-SLUDGE-WWTP-MUNICIPAL **Bill UOM:** TN **Tracking UOM:** YD **Leed:** ☐ **Price Type:** Flat Rate

Rate	Tier Formula	Effective Date	Expiration Date	Billed Qty	Tracked Qty	Billed \$	Min \$	Max \$	Ord. Qty	Max Qty
\$ 28.830		02/05/2022		0.00	0.00	0.00	0.00	0.00	0.00	120.00
\$ 28.830		02/01/2022	02/05/2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00
\$ 27.460		03/02/2021	01/31/2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00
\$ 26.920		02/01/2020	01/31/2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00
\$ 25.640		02/19/2019		0.00	0.00	0.00	0.00	0.00	0.00	0.00

2/2/22, Recertification, JK

Leah
Gluvna

Digitally signed by Leah
Gluvna
City of North Royalton
DN: cn=Leah Gluvna, email=leah.gluvna@cityofnorthroyalton.org, o=City of North Royalton, ou=City of North Royalton, c=US



Republic Services

18500 N. Allied Way, Phoenix, AZ 85054

SPECIAL WASTE DEPARTMENT DECISION

Waste Profile #

5006192491

Expiration Date

2/5/2025

I. Decision Request:

☐ Initial

☒ Recertification

☐ Change

Disposal Facility: 5006 - Lorain County Landfill

Generator Name: City of North Royalton

Generator Site Address: 11675 Royalton Road

City: North Royalton

County:

State: OH

Zip:

Name of Waste: Screenings and Grit

Estimated Annual Volume: 120 Tons

II. Special Waste Department Decision:

☒ Approved ☐ Rejected

Management Method(s):



Landfill



Solidification



Bioremediation



Deep Well



Transfer Facility

Problematic Special Waste according to Republic?



Yes



No

If yes, which one?

Approved by Special Waste Review Committee?



Yes



No

☒ Not Applicable

Precautions, Conditions or Limitations on Approval

Special Waste Analyst Signature:

Date: 1/25/2022

Name (Printed): Suzanne Glass

III. Facility Decision:



Approved



Rejected

Precautions, Conditions or Limitations on Approval

By signing below, the General Manager or Designee agrees that a fully executed Special Waste Service Agreement is on file for this profile and that the special waste file is complete.

General Manager or Designee:

Date: 1/25/2022

Name (Printed):

GARY CAPAN



SPECIAL WASTE DISPOSAL SERVICES AGREEMENT FOR
NON-HAZARDOUS WASTES

Special Waste Profile No: 5006192491 & 5006192492

INVOICE TO (Generator Billing Information)	
GENERATOR NAME (the "Generator") North Royalton WWTIP	
ATTN: Mark Smith	
ADDRESS 11675 Royalton Road	
CITY	ZIP CODE
STATE	
North Royalton, OH	44133
TEL NO.	FAX NO.
440-237-5010	

LANDFILL FACILITY ("Facility")	
LEGAL ENTITY NAME LORAIN COUNTY LANDFILL	
ADDRESS 43502 Oberlin Elyria Road	
CITY	ZIP CODE
STATE	
Oberlin, OH	44074
TEL NO.	FAX NO.
440-774-4050	
AUTHORIZED BY:	TITLE
CONTACT	TITLE
Gordon Frye	MESE

1. **Special Waste Services.** Subject to the terms and conditions contained in this Agreement (as defined in Section 4), Company agrees to transport for disposal to, and cause to be accepted at, the Facility designated above, Acceptable Waste (as defined in Section 6) as designated below.

2. **Rates:**

A. Rates for Disposal:				
Waste	Disposal Method	Disposal Rate:	Fees / Taxes / Misc.	Transportation
Sludge Cake	Landfill	\$28.83	Current Cuy Fees	N/A
Grits and Screenings	Landfill	\$28.83	Current Cuy Fees	N/A

Additional Information:

Cannot Exceed Daily Volume of _____ Without Prior Approval of Company.

- B. **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

1)

2)

- C. **Taxes, Fees & Other Charges.** Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws, ordinances and regulations, and all charges set forth in Section 9, including, without limitation, site specific fees, host fees, fuel recovery fees, environmental recovery fees and administrative fees.

3. **Term of Agreement.** This Agreement is effective for 36 months beginning on February 1, 2022 (the "Initial Term") and shall automatically renew for successive 1 month periods (each, a "Renewal Term"), unless written notice of non-renewal is delivered in accordance with Section 19 by one party to the other party at least 30 days before the expiration of the Initial Term or any Renewal Term.

Except for requests for bids that Generator must send to multiple parties under any Applicable Laws, Generator grants to Company the right to bid and/or compete for any future services sought by Generator, whether by means of competitive bids or otherwise, that are for services comparable to those provided under this Agreement.

COMPANY AND GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED IN THIS AGREEMENT, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE, AND ON THE REVERSE SIDE OF THIS PAGE. IN ADDITION, GENERATOR IS CERTIFYING THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PAGE HAVE BEEN REVIEWED AND INITIALED AT THE BOTTOM OF THE PAGE.

GENERATOR

SIGNATURE (AUTHORIZED REPRESENTATIVE)
Mark A. Smith Superintendent
NAME AND TITLE (PLEASE PRINT)
DATE: 1/26/2022

COMPANY

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)
DATE: _____

4. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Acceptable Waste shall consist of this Agreement, riders to the Agreement (if any), any Special Waste Profiles (including any approved changes and re-certifications) and any Application, permit and approval that may be applicable to the disposal of such Acceptable Waste ("Acceptable Waste Documentation").
5. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Acceptable Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same (collectively, "Applicable Laws").
6. **Acceptable Waste.** Only waste that satisfies each of the following criteria shall be accepted for disposal at the Facility ("Acceptable Waste"): (a) the waste conforms to the description set forth in the Acceptable Waste Documentation; (b) the waste does not contain any Unacceptable Waste; (c) the waste is accurately reflected on any Special Waste Profile(s) as directed by the Company pursuant to Section 7; (d) the waste is acceptable for disposal at the Facility under all Applicable Laws; and (e) the transportation and disposal of the waste at the Facility is otherwise in accordance with this Agreement. The parties may incorporate additional Acceptable Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Acceptable Waste and Company has approved disposal of such Acceptable Waste within the limitations and conditions contained in this Agreement or Company's written notice of approval of Special Waste Disposal. Title to and liability for any and all Acceptable Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
7. **Rights of Refusal/Rejection.** The Generator shall inspect all waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility including if the Company believes (a) Generator has breached (or is breaching) its representations, warranties, covenants or agreements in this Agreement or any Acceptable Waste Documentation, or any Applicable Laws; or (b) that the waste contains Unacceptable Waste. The Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility if the Company has reason to believe, in its sole discretion, that the waste: (1) emits excessive odors; and/or (2) negatively impacts operations at the Facility. Company shall have the right to inspect all vehicles and containers of waste haulers, including the Generator's vehicles, in order to determine whether the waste is Acceptable Waste pursuant to this Agreement and all Applicable Laws. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement.
8. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After offloading the Acceptable Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals above on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
9. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after receipt of invoice from Company. If any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Acceptable Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator. For the purposes of this section, written notice may be provided via email, certified mail, or overnight courier.
10. **Termination/Suspension.** Company shall have the right to immediately terminate and/or suspend this Agreement upon the occurrence of any of the following events: (a) Generator's failure to timely pay any amounts due under this Agreement to Company; (b) Generator's breach of any of its obligations, representations, warranties or covenants under this Agreement or any Acceptable Waste Documentation; or (c) the filing of a voluntary or involuntary petition for reorganization or bankruptcy against Generator. Generator shall be liable for any losses, claims, expenses and damages incurred by Company as a result of suspension or termination hereunder. Generator's obligations, representations, warranties and covenants regarding the Acceptable Waste delivered and all indemnities contained in this Agreement shall survive expiration and termination of this Agreement. Additionally, Company shall have the right to terminate this Agreement for convenience at any time on 30 days notice to Generator.
11. **Personnel Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Acceptable Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste" and "Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
12. **Indemnification.** Generator agrees to indemnify, defend and hold harmless Company, the legal entity owning and/or operating the Facility, their subsidiaries, affiliates, and parent corporations, as applicable, and each of their respective officers, directors, lenders, employees, subcontractors and agents (collectively, the "Company Indemnified Parties") from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of or related to (a) the transportation to and/or disposal of any Unacceptable Waste at the Facility, whether or not Generator or Company was negligent in failing to identify the Unacceptable Waste; (b) the reloading and/or removal of Unacceptable Waste at the Facility; (c) any penalties, fines or remediation activities incurred by or imposed as the result of the transportation and/or disposal of Unacceptable Waste; (d) any increased inspection, testing, study and analysis costs made necessary due to reasonable concern of Company as to the content of the waste transported and/or disposed of at the Facility following discovery of potentially Unacceptable Waste; and (e) the Company's inability to use the Facility due to the presence of Unacceptable Waste including without limitation any consequential damages. Company may also, in its sole discretion, require Generator to promptly remove the Unacceptable Waste at Generator's sole expense. The indemnification and other obligations stated in this Section 12 shall survive the expiration and termination of this Agreement.
13. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
General Liability	\$1,000,000 combined single limit
Automobile Liability (if Generator hauling)	\$1,000,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Generator shall deliver the Certificates of Insurance evidencing the foregoing policies to Company before Generator delivers any waste to the Facility pursuant to this Agreement. In addition, the (i) Commercial General Liability (including the Umbrella/Excess policy) must include Contractual Liability coverage specifically covering Generator's indemnification of Company, and (ii) The Commercial General Liability, Automobile Liability and the Umbrella/Excess Liability policies must be written on an "occurrence form". Said policies shall not thereafter be canceled, be permitted to expire or laps, or be changed without 30 days advance written notice has been given to Company. With the exception of workers' compensation, Company shall be shown as additional insureds under all of the insurance policies required by this Section 13. The policies required by this Section 13 shall be primary and non-contributory with respect to Company, and the insurance providers shall agree to waive their rights of subrogation against Company.

14. **Failure to Perform.** Except for Generator's obligation to pay amounts due to Company, neither party shall be liable for its failure to perform due to circumstances that are both not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party. If any of the circumstances provided for in the preceding sentence occur, including without limitation, whether any federal, state or local court or governmental authority takes any action that would (a) close or restrict operations at the Facility, or (b) limit the quantity or prohibit the disposal of Acceptable Waste at the Facility, Company shall have the right to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice; provided, however, that Generator's payment and indemnification obligations shall survive such reduction, suspension or termination. Neither Party is required to settle any labor dispute against its own best judgment.
15. **Assignment/Performance of Services.** Generator may not assign, transfer, subcontract or otherwise vest in any other company, entity or person, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Company, which Company may withhold in its sole discretion. Company may freely assign this Agreement or any of its rights or obligations thereunder, to any other company, entity or person, in its sole discretion. Additionally, Company may freely use any of its affiliates to provide the services and fulfill Company's obligations under this Agreement.
16. **Right of Disposal.** This Agreement does not grant any rights to dispose of waste other than as specifically set forth in this Agreement.
17. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the waste by the Company. Further, by Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Special Waste Profiles on the waste(s) offered for disposal or, (ii) providing appropriate certification that the waste being offered for disposal is accurately reflected by the appropriate Special Waste Profile or, (iii) re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or any Acceptable Waste Documentation.
18. **Miscellaneous.**
- (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
- (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
- (C) Unless otherwise provided for herein, no modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
- (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or data) regarding the Company's plans, programs, projects, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
- (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
- (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
- (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
- (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.
- (I) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement.
19. **Notices.** All notices required under this Agreement shall be considered as having been given upon being placed in the mail, certified postage prepaid, addressed to Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.
20. **Liquidated Damages.** If Generator terminates this Agreement before its expiration other than as a result of a breach by Company, Generator shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Generator acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

GENERATOR: MAS

COMPANY: _____

August 2020

Special Waste Summary Report

Contract Number: 5006192491

Landfill : Lorain County Landfill

Sales Rep Gordon Frye

Bill To: Norty Royalton

Acct #: 981373

Transporter Information

Name: _____

Address _____

Address _____

Phone _____

Generator Name: City of North Royalton

Origin: Cuyahoga

Additional Notes:

Waste Name: Screenings & Grit

Trux Waste Code Sludge-WWTP Muni-WP

Inbound Rate: \$28.83 UOM: Tons

Minimum: _____ Fee/Taxes _____

(ERF/FRF/Admin/Local)

Other Charges: _____

(Trans, Backfill, App, etc.)

ENTERED BY: Leticia Wright

DATE: 1/28/20

ADDITIONALLY APPROVED BY: _____ DATE: _____

Special Waste Profile - Recertification



Disposal Facility: 5006 Lorain County Landfill OH

Waste Profile #: 5006192491

Sales Rep #:

I. Generator Information

Generator Name: City of North Royalton

Generator Site Address: 11675 Royalton Road

City: North Royalton County: Cuyahoga State: Ohio Zip: 44133

State ID/Reg No: NA State Approval/Waste Code: NA NAICS: NA

Generator Mailing Address ☐ (if different) 11675 Royalton Road

City: North Royalton County: Cuyahoga State: Ohio Zip: 44133

Generator Contact Name: Mark A. Smith Superintendent Email: msmith@northroyalton.org

Phone Number: (440) 237-5010 Ext: Fax Number: (440) 582-6234

II. Waste Stream Information

Name of Waste: Screenings and Grit

Check Section 1 or 2 below

1. ☐ There has been a change in the characteristics of the waste stream due to the following:
 - a. Change of a raw material used in the waste generating process.
 - b. Change in the waste generating process itself.
 - c. Change in a physical characteristic of the waste.
 - d. New information has been documented concerning the human health effects of exposure to the waste.

If any of these changes have occurred, a new profile sheet must be completed, and new analysis and/or SDS must be provided as appropriate.
2. ☒ There have been no changes that would alter the physical characteristics of the special waste stream.

Updated analytical may be required.

III. Representative Sample Certification

☐ No Sample Taken

☒ Sample Taken Type of Sample Grab Sample

Is the representative sample collected to prepare this profile and laboratory analysis, collected in accordance with U.S. EPA 40 CFR 261.20(c) guidelines or equivalent? ☒ Yes ☐ No

Sample Date: 1/5/2022

Sample ID Numbers: Grit/Screenings 2220106037

AN ORDINANCE AMENDING ORDINANCE 21-181 ESTABLISHING VARIOUS BENEFITS FOR
REGULAR PART TIME EMPLOYEES OF THE CITY OF NORTH ROYALTON, SECTION 2, AND
DECLARING AN EMERGENCY

WHEREAS: Ordinance 21-181 established benefits for regular part time employees; and

WHEREAS: It is necessary to amend Ordinance 21-181 to clarify those positions which qualify under the classification of regular part time employees.; and

WHEREAS: Council desires to provide for this 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. Ordinance 21-181, Section 2 is hereby amended as follows:

Section 2. Regular part time employees shall be entitled to accrue sick leave, on a pro-rata basis and funeral leave for immediate family only. **Funeral leave is three (3) days off for each death in the immediate family.*

**(Retroactive to November 16, 2021)*

Section 3. Ordinance 21-181 is hereby amended as provided for herein and all other provisions of Ordinance 21-181 shall remain in full force and effect.

Section 4. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 5. 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 6. 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 amend Section 2 of Ordinance 21-181 to clarify those positions which qualify under the classification of regular part time employees.

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: