

June 2022

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

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

**NORTH ROYALTON CITY COUNCIL
A G E N D A
JUNE 7, 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: May 17, 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 Vos
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

FIRST READING CONSIDERATION

- * 1. **22-89** - A RESOLUTION COMMENDING NISCHAL ALLENA ON THE ATTAINMENT OF THE RANK OF EAGLE SCOUT.
- * 2. **22-90** - A RESOLUTION COMMENDING DORIAN HARMATIY ON THEATTAINMENT OF THE RANK OF EAGLE SCOUT.
- 3. **22-91** - AN ORDINANCE ACCEPTING THE BID OF CARGILL, INC. FOR ROAD SALT FOR THE 2022-2023 SEASON, AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
- 4. **22-92** - AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE NORTHEAST OHIO AREAWIDE COORDINATING AGENCY’S TRANSPORTATION FOR LIVABLE COMMUNITIES’ INITIATIVE (TLCD) IMPLEMENTATION PROGRAM IN THE AMOUNT OF \$141,000.00, WHICH APPROVED FUNDING FOR THE BENNETT ROAD MULTI USE TRAIL EXTENSION PROJECT, AND DECLARING AN EMERGENCY.

5. **22-93** - AN ORDINANCE AUTHORIZING PURCHASE OF AND ACCEPTANCE OF AN EASEMENT FROM DON AND DEBORAH CLEVINGER FOR THE CUYAHOGA-BENNETT ROAD PATH TLC FOR PUBLIC TRAIL PURPOSES TO PPN 485-08-018, AND DECLARING AN EMERGENCY.
6. **22-94** - AN ORDINANCE AMENDING ORDINANCE 22-52 AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CITY OF BEREA FOR THE EXCLUSIVE RIGHT TO THE POSSESSION OF ONE JAIL CELL BED FOR THE TERM OF THREE MONTHS, BY EXTENDING THE AGREEMENT FOR THE BALANCE OF 2022, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

RESOLUTION NO. 22-89

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

A RESOLUTION COMMENDING NISCHAL ALLENA
ON THE ATTAINMENT OF THE RANK OF EAGLE SCOUT

WHEREAS: The purpose of the Boy Scouts of America is to provide an educational program for boys and young adults to build character, to train in the responsibilities of participating in citizenship and to develop leadership skills; and

WHEREAS: By earning his Eagle Scout Badge, Nischal Allena of Troop 526 joins the small percentage of young men who achieve this designation, illustrating that it takes a uniquely motivated individual to strive to embody the principles of the Scout Oath and Law in daily life; and

WHEREAS: Nischal has exhibited a commitment to the scouting principals of honesty, fairness and service to the community and has conducted himself in a manner becoming an Eagle Scout; and

WHEREAS: The Council and the Mayor of the City of North Royalton wish to honor Nischal on this prestigious occasion.

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 and the Mayor of the City of North Royalton commend Nischal Allena on obtaining the rank of Eagle Scout and recognize him for his diligence, determination and dedication in pursuing the highest honor awarded by the Boy Scouts of America.

Section 2. A copy of this Resolution shall be presented to Nischal in honor of this well deserved recognition.

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. 22-90

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

A RESOLUTION COMMENDING DORIAN HARMATIY ON THE
ATTAINMENT OF THE RANK OF EAGLE SCOUT

- WHEREAS: The purpose of the Boy Scouts of America is to provide an educational program for boys and young adults to build character, to train in the responsibilities of participating in citizenship and to develop leadership skills; and
- WHEREAS: By earning his Eagle Scout Badge, Dorian Harmatiy of Troop 526 joins the small percentage of young men who achieve this designation, illustrating that it takes a uniquely motivated individual to strive to embody the principles of the Scout Oath and Law in daily life; and
- WHEREAS: Dorian has exhibited a commitment to the scouting principals of honesty, fairness and service to the community and has conducted himself in a manner becoming an Eagle Scout; and
- WHEREAS: The Council and the Mayor of the City of North Royalton wish to honor Dorian on this prestigious occasion.

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 and the Mayor of the City of North Royalton commend Dorian Harmatiy on obtaining the rank of Eagle Scout and recognize him for his diligence, determination and dedication in pursuing the highest honor awarded by the Boy Scouts of America.

Section 2. A copy of this Resolution shall be presented to Dorian in honor of this well deserved recognition.

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.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 22-91

INTRODUCED BY: Krejci, Barath, Marnecheck

AN ORDINANCE ACCEPTING THE BID OF CARGILL, INC. FOR ROAD SALT FOR THE 2022-2023 SEASON, AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton may purchase road salt through its membership in the Joint Municipal Improvement Consortium (JMIC) at a lower rate than if it purchased it on the open market; and

WHEREAS: The bids submitted to the JMJC were consistent with the competitive bidding requirements of the Ohio Revised Code and Charter of the City of North Royalton; and

WHEREAS: Council wishes to accept the bid of Cargill, Inc., for road salt for the 2022-2023 season.

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 2022-2023 bid of Cargill, Inc. through the Joint Municipal Improvement Consortium, for the supplying of salt for the Service Department of the City of North Royalton as the primary source for bulk road salt as set forth in Exhibit A attached hereto and incorporated as if fully rewritten 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 Cargill, Inc., 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 Cargill, 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 bulk road salt for 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:



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: May 25, 2022

RE: 2022-2023 Salt Bid Recommendation

Please find attached Bid Tabulation from the Friday, May 20, 2022 bid opening intended for Supplying Sodium Chloride for 2022-2023 Winter Season Consortium.

I am recommending the City of North Royalton accept the bid of **Cargill** as the lowest and best bid for Untreated Sodium Chloride for the 2022-2023 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

BID TABULATION: Supplying Sodium Chloride (November 1, 2022 - October 31, 2023)

Purchasing Consortium Cities: Beachwood, Berea, Brecksville, Broadview Heights, Brooklyn, Brooklyn Heights, Cuyahoga County, Independence, Lakewood, Middleburg Heights, North Royalton, Valley View

Bid Opening: Friday, May 20, 2022 9:00 a.m.

Present: Becki Riser, City of Brecksville; Ron Weidig, City of Brecksville; Kaitlyn Jackson, Cargill Salt; Heather Campbell, Cargill Salt; Jessica Bauman, Cargill Salt; Nora Mouggadim, Cargill Salt

PLANHOLDERS

Allied Solution Enterprise
Cargill, Inc.-Salt, Road Safety
Compass Minerals America, Inc.
Morton Salt, Inc.

KEY SUMMARY OF BID SUBMISSIONS

Cost for First Year 11/1/2022 – 10/31/2023:

	<u>Untreated - Per Ton, Dump</u>	<u>Treated – Per Ton, Dump</u>
ALLIED SOLUTION ENTERPRISE	NO BID	NO BID
CARGILL	\$52.21	\$68.32
MORTON SALT, INC.	\$61.76	NO BID
COMPASS MINERALS	\$77.99	NO BID

CARGILL, INC. SALT, ROAD SAFETY

To supply in accordance with specifications, for a one-year period, the sum of:

Cost for First Year (11/1/22 – 10/31/23), Untreated Sodium Chloride:

\$52.21 Per Ton, Dump Delivery \$59.21 Per Ton, Piler Delivery

Cost for First Year (11/1/22 – 10/31/23), Treated Sodium Chloride:

\$68.32 Per Ton, Dump Delivery \$75.32 Per Ton, Piler Delivery

Products Bid: Sodium Chloride for Ice Control & Enhanced ClearLane Deicer

80% Contractual Minimum/140% Maximum: Yes

Second and Third Year Optional Extensions: Yes

Guaranteed Delivery Within 24-72 Hours? Yes

Minimum Order? Yes.....Quantity: 22 Tons/Dump 200 Tons/Piler

Exceptions: Cargill, Inc.-Salt, Road Safety may subsequently agree to supply additional tons of product on mutually agreeable terms, on a request-by-request basis. Under no circumstances shall Cargill, Inc. be obligated to pay damages or penalties for failing to supply product in excess of the maximum quantity.

Name & Address of Bidder:

Cargill, Inc. – Salt, Road Safety
24950 Country Club Blvd., Suite 450
North Olmsted, OH 44070
Phone: 800-600-7258 Fax: 888-739-8705

Contact: Kaitlyn Jackson, Customer Care Representative
Kaitlyn_Jackson@Cargill.com

MORTON SALT, INC.

To supply in accordance with specifications, for a one-year period, the sum of:

Cost for First Year (11/1/22 – 10/31/23), Untreated Sodium Chloride:

\$61.76 Per Ton, Dump Delivery \$71.76 Per Ton, Piler Delivery

Cost for First Year (11/1/22 – 10/31/23), Treated Sodium Chloride:

No Bid No Bid

Products Bid:

Morton Bulk Safe-T-Salt

80% Contractual Minimum/140% Maximum:

Yes

Second and Third Year Optional Extensions:

Yes

Guaranteed Delivery Within 24-72 Hours?

Yes

Minimum Order?

Yes.....Quantity: 20-25 Tons /Dump 500 Tons/Piler

Exceptions:

None.

Name & Address of Bidder:

Morton Salt, Inc.
444 West Lake Street, Suite 3000
Chicago, IL 60606
Phone: 855-665-4540 Fax: 312-896-9208

Contact: Anthony Patton, Director, Bulk Deicing US Government Sales
bids@mortonsalt.com

COMPASS MINERALS

To supply in accordance with specifications, for a one-year period, the sum of:

Cost for First Year (11/1/22 – 10/31/23), Untreated Sodium Chloride:

\$77.99 Per Ton, Dump Delivery

\$87.99 Per Ton, Piler Delivery

Cost for First Year (11/1/22 – 10/31/23), Treated Sodium Chloride:

No Bid

No Bid

Products Bid:

Untreated Sodium Chloride

80% Contractual Minimum/140% Maximum:

Yes

Second and Third Year Optional Extensions:

No

Guaranteed Delivery Within 24-72 Hours?

Yes

Minimum Order?

Yes..... Quantity:

25 Tons/Dump

400 Tons /Piler

Exceptions:

None.

Name & Address of Bidder:

Compass Minerals America, Inc.

9900 West 109th Street

Overland Park, KS 66210

Phone: 800-323-1641 Fax: 913-338-7945

Contact:

Joel Gerdes, Director of U.S. Highway Sales

highwaygroup@compassminerals.com - Correspondence

BID FORM

To supply in accordance with the specifications for a one-year period:

Cost for FIRST year, Untreated Sodium Chloride:

\$ 52.21 Per Ton, Dump Delivery

\$ 59.21 Per Ton, Piler Delivery

Cost for FIRST year, Treated Sodium Chloride:

\$ 68.32 Per Ton, Dump Delivery

\$ 75.32 Per Ton, Piler Delivery

Products Bid: Sodium Chloride for Ice Control and Enhanced ClearLane Deicer

80% Contractual Minimum/140% Maximum, per CMA: ✓ Yes No
(based on Estimated Quantities, pg.4)

Guaranteed Delivery Within 24 - 72 Hours? ✓ Yes No
(as outlined in Delivery specifications, pg. 5)

Second and Third Year Optional Extensions*: ✓ Yes No

*Optional second year and third year extensions of the contract based upon acceptance by the CMA of prices negotiated through the consortium administrator on behalf of all consortium members.

Minimum Order? No. ✓ Yes, Quantity: 22 /Dump 200 /Piler

Name & Address of Bidder:

Cargill, Incorporated- Salt, Road Safety

24950 Country Club Blvd., Suite 450

North Olmsted, OH 44070

Phone: (800)- 600-7258 Fax: (440)- 716-0763

Email: Salt_Customercareroadsafety@cargill.com

Authorized Signature:

Malinda Urian

Malinda Urian

(Please type or print name)

Title:

Customer Care Representative

Enclosed: Bid Guaranty/Contract Bond ✓ 10% Bid Bond Bid Check, Amount \$

Date of Bid Submission: May 20th, 2022 **Last Addendum Received:** N/A

EXCEPTION SHEET

Please list any and all exceptions to the specifications upon which your bid is based. If there are no exceptions listed on this page, your bid will be considered to be in complete accordance with specifications.

Cargill, Incorporated- Salt, Road Safety may subsequently agree to supply additional tons of product on mutually agreeable terms, on a request-by-request basis. Under no circumstances shall Cargill, Incorporated be obligated to pay damages or penalties for failing to supply product in excess of the maximum quantity.

NAME OF BIDDER Cargill, Incorporated- Salt, Road Safety

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 _____
Address _____
Contact Name _____
Phone _____ Email _____
Contract Date _____

2. Company or Municipality Name _____
Address _____
Contact Name _____
Phone _____ Email _____
Contract Date _____

3. Company or Municipality Name _____
Address _____
Contact Name _____
Phone _____ Email _____
Contract Date _____

NAME OF BIDDER Cargill, Incorporated- Salt, Road Safety

**CITY OF BRECKSVILLE BIDDER'S AFFIDAVIT
PERSONAL PROPERTY TAX DELINQUENCY**

RE: City of Brecksville

Bid: Supplying Sodium Chloride in 2022/2023
Personal Property Tax Certification
Required by Ohio Revised Code
Section 5719.042

City of Brecksville
9069 Brecksville Road
Brecksville, OH 44141

Dear Sir:

Cargill, Incorporated- Salt, Road Safety
Company Name


~~President/Owner~~
ROAD SAFETY MANAGING DIRECTOR

(A) The above hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for any county in the State of Ohio at the time the bid was submitted for the above referenced contract.

OR

Company Name

President/Owner

(B) The above hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for any county in the State of Ohio at the time of bid opening for the above referenced contract. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon, is \$_____. It is understood that the Treasurer is required to transmit this statement to the County Treasurer.

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.

SWORN TO before me and subscribed in my
presence this _____ day of _____, 20____

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>Cargill, Incorporated- Salt, Road Safety</u>
ADDRESS	<u>24950 Country Club Blvd., Suite 450</u> <u>North Olmsted, OH 44070</u>
AUTHORIZED SIGNATURE	<u></u>
PRINTED NAME	<u>Malinda Urian</u>
EMAIL ADDRESS	<u>Salt_Customercareroadsafety@cargill.com</u>
DATE SIGNED	<u>5/17/2022</u>

.....

DESCRIPTION OF WORK TO BE PERFORMED

Supplying Sodium Chloride & Delivery When Required

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Ohio)
County of CUYAHOGA) ss

Malinda Urian, being first duly sworn, deposes and
says that:

He/She is Customer Care Representative of Cargill, Incorporated- Salt, Road Safety, 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:

Malinda Urian

Title:

Customer Care Representative

Subscribed and sworn to before me this 17th day of May, 2022.

Jean R Davis
Notary Public Signature

My Commission expires 9/25/22

JEAN R DAVIS
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES 9/25/22

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:

Cargill, Incorporated- Salt, Road Safety

(Company Name)

Signature:

Malinda Urian

Printed Name:

Malinda Urian

Title:

Customer Care Representative

Date:

5/17/2022

****Please see attached ****

Supplying Sodium Chloride Specifications
May 2022

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BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____, as Principal and _____ as Surety, are hereby held and firmly bound unto the City of Brecksville, Ohio as Obligees in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligees on _____, 20____, to undertake the project known as **Supplying Sodium Chloride to Municipal Purchasing Consortium.**

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligees, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligees, which are accepted by the Obligees. 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 Obligees accept 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 Obligees 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 Obligees may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligees does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligees 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 Obligees accept 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 Obligees 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 _____ day of _____, 20____.

PRINCIPAL:

By: _____

Title: _____

SURETY COMPANY ADDRESS:

Street

City

State

Zip

SURETY:

By: _____

Attorney-in Fact

SURETY AGENT'S ADDRESS:

Agency Name

Street

State

Zip

ORDINANCE NO. 22-92

INTRODUCED BY: Krejci, Barath, Marnecheck
Co-Sponsor: Carbone-McDonald

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE NORTHEAST OHIO AREAWIDE COORDINATING AGENCY’S TRANSPORTATION FOR LIVABLE COMMUNITIES’ INITIATIVE (TLCI) IMPLEMENTATION PROGRAM IN THE AMOUNT OF \$141,000.00, WHICH APPROVED FUNDING FOR THE BENNETT ROAD MULTI USE TRAIL EXTENSION PROJECT, AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton has been awarded a grant in the amount of \$141,000 from the Northeast Ohio Areawide Coordinating Agency’s Transportation for Livable Communities Initiative (TLCI) Implementation Program; and
- WHEREAS: This grant award has been approved by the Northeast Ohio Areawide Coordinating Agency’s Transportation for Livable Communities Initiative (TLCI) Implementation Program to be applied towards the construction of the Bennett Road Multi Use Trail Extension project; and
- WHEREAS: Council desires to authorize the Mayor to accept the grant from the Northeast Ohio Areawide Coordinating Agency’s Transportation for Livable Communities Initiative (TLCI) Implementation Program for the construction of the multi-use trail described.

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 accept the grant award from the Northeast Ohio Areawide Coordinating Agency’s Transportation for Livable Communities Initiative (TLCI) Implementation Program in the amount of \$141,000.00 to construct the Bennett Road Multi Use Trail Extension in accord with the terms and conditions set forth in Exhibit A attached hereto and incorporated by reference herein and subject to approval by the Director of Law.

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 confirm and accept the grant from the Northeast Ohio Areawide Coordinating Agency in the amount of \$141,000.00 for the construction of the Bennett Road Multi Use Trail Extension project and to set in motion the process necessary to secure the actual construction thereof at the earliest date.

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:



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Office, Ohio Environmental Protection Agency

Executive Committee Members

Grace Gallucci, NOACA Executive Director

March 21, 2018

Robert A. Stefanik

Mayor

City North Royalton

14600 State Rd

North Royalton, Ohio 44133

Dear Mayor Stefanik,

Congratulations! On March 9, 2018, the Northeast Ohio Areawide Coordinating Agency (NOACA) Board of Directors approved funding for your *Bennett Rd. Multi-Use Trail Extension* project in the Transportation for Livable Communities Initiative (TLCI) Implementation program.

NOACA will provide up to a maximum of \$141,000 in Federal funds for your project. Please note that TLCI Implementation program funds are only allowable for construction related expenses. Preliminary engineering and design phase related costs are the responsibility of the project sponsor. NOACA staff will work with you to determine appropriate milestone dates for the project.

NOACA received a total of 31 applications for the 2018 program, requesting nearly \$6.7 million in funding. Since the TLCI program annual allocation is limited to \$2 million, this year's call for applications resulted in a highly competitive selection process. You should be commended for submitting a project that closely aligns with the TLCI objectives.

Attached to this communication are the next steps to be undertaken to properly program your project for implementation. Please contact Jim Thompson, Programs Funding Manager, at 216-241-2414 extension 275, or jthompson@mpo.noaca.org, if you have any questions.

On behalf of NOACA, we are excited to advance your project and look forward to a collaborative and meaningful working relationship.

Respectfully,

Armond Budish
Board of Directors, President

Grace Gallucci
Executive Director

GG/rl/jt/7263s

CC: Tom Jordan, Director of Community Development; Gary Benesh, ODOT District 12

Attachment: TLCI Project Programming Next Steps

ORDINANCE NO. 22-93

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

AN ORDINANCE AUTHORIZING PURCHASE OF AND ACCEPTANCE OF AN EASEMENT FROM DON AND DEBORAH CLEVINGER FOR THE CUYAHOGA-BENNETT ROAD PATH TLC FOR PUBLIC TRAIL PURPOSES TO PPN 485-08-018, AND DECLARING AN EMERGENCY

WHEREAS: Council has declared it necessary to conduct a public improvement to the Bennett Road Path for public trail purposes; and

WHEREAS: Council finds that in order to perform this improvement, it is necessary to obtain an easement from Don and Deborah Clevenger, whose property is at 15740 Bennett Road, North Royalton, Ohio, PPN 485-08-018, for the purpose of extending the Bennett Road Multi Use Trail.

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 negotiate and purchase an easement to extend the Bennett Road Multi Use Trail. The cost of said easement shall not exceed \$1,575.00.

Section 2. The Mayor is hereby authorized to enter and execute said easement in substantially the same or similar form as a copy of which is attached hereto and marked as Exhibit “A.”

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 obtain this easement for the purpose of extending the Bennett Road Multi Use Trail through property owned by Don and Deborah Clevenger.

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:

EASEMENT

Don and Deborah Clevenger, the Grantor(s), in consideration of the sum of 1,575.00, to be paid by City of North Royalton, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 1-MP

CUY-BENNETT ROAD PATH (CUY-CR 109-00.19)

SEE EXHIBIT A ATTACHED


Cuyahoga County Current Tax Parcel No. 485-08-018

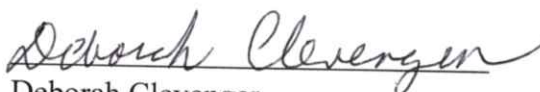
Prior Instrument Reference: 199909220368, Cuyahoga County Recorder's Office.

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Don And Deborah Clevenger have hereunto set their hands on the
8TH day of APRIL, 2022.



Don Clevenger


Deborah Clevenger

STATE OF OHIO, COUNTY OF CUYAHOGA. SS:

BE IT REMEMBERED, that on the 8TH day of APRIL, 2022, before me
the subscriber, a Notary Public in and for said state and county, personally came the above
named Don And Deborah Clevenger who acknowledged the foregoing instrument to be their
voluntary acts and deeds. No oath or affirmation was administered to Don And Deborah
Clevenger with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official
seal on the day and year last aforesaid.


NOTARY PUBLIC
My Commission expires: _____



This document was prepared by: City of North Royalton

BETTY DUKES
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires ~~Dec. 12, 2021~~
9-29-2022

EXHIBIT A

Page 1 of 2

Rev. 4/21

LPA RX 871 MP

Ver. Date 03/02/2022

PID 113317

**PARCEL 1-MP
CUY-BENNETT ROAD PATH TLC
PERPETUAL EASEMENT FOR PUBLIC TRAIL PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF NORTH ROYALTON, CUYAHOGA COUNTY, OHIO**

An exclusive perpetual easement for public trail purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of North Royalton, **Cuyahoga** County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the City of North Royalton, County of Cuyahoga, and State of Ohio and known as being an easement over, through, and upon a part of Original Royalton Township Lot No. 7 and more particularly being a part of the premises conveyed to Don and Deborah C. Clevenger by instrument dated September 22, 1999 and recorded in AFN 199909220368 of Cuyahoga County Official Records and is bounded and described as follows:

BEGINNING in the westerly right-of-way line of Bennett Road, 60 feet in width, at its intersection with the northerly line of land so conveyed to said Clevenger, said line also being the southerly line of land (PPN 485-08-001) conveyed to Equity Trust Company, Custodian by instrument dated September 20, 2019 and recorded in AFN 201909200709 of Cuyahoga County Official Records;

COURSE I Thence South 37°36'12" West, along said westerly right-of-way line of Bennett Road, a distance of 15.50 feet to an angle therein;

COURSE II Thence South 52°03'12" West, continuing along said westerly right-of-way line of Bennett Road, a distance of 113.25 feet to its intersection with the southerly line of land so conveyed to said Clevenger, the same being the northerly line of land conveyed to the Board of Park Commissioners of the Cleveland Metropolitan Park District by instrument dated February 9,

EXHIBIT A

Page 2 of 2

LPA RX 871 MP

Rev. 4/21

1937 and recorded in Deed Book Vol. 4699, Page 344 of Cuyahoga County Records;

- COURSE III Thence North 85°59'02" West, along said southerly line of land of Clevenger and said northerly line of land of the Board of Park Commissioners, a distance of 5.00 feet to a point therein;
- COURSE IV Thence North 47°32'45" East, through said land of Clevenger, a distance of 129.88 feet to the aforesaid northerly line of the same;
- COURSE V Thence South 52°23'48" East, along said northerly line of land of Clevenger and the aforesaid southerly line of land of Equity Trust Company, a distance of 10.00 feet to the **POINT OF BEGINNING** of the easement area herein described and containing 0.025 Acre (1,080 Square Feet) of land as described by CT Consultants, Inc. in December 2021.

Bearings contained herein are based upon the Ohio State Plane Coordinate System of 1986 utilizing the NAD83(2011) Reference Frame.

The above described easement area burdens a portion of the premises currently designated as Cuyahoga County Auditor's Permanent Parcel No. 485-08-018.



A handwritten signature in black ink, appearing to read "T. M. Meeks", written over a horizontal line.

Thomas M. Meeks
Ohio Registered Surveyor No. 8674
March 2, 2022

ORDINANCE NO. 22-94

INTRODUCED BY: Marnecheck, Wos, Barath
Co-Sponsor: Carbone-McDonald

AN ORDINANCE AMENDING ORDINANCE 22-52 AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CITY OF BEREA FOR THE EXCLUSIVE RIGHT TO THE POSSESSION OF ONE JAIL CELL BED FOR THE TERM OF THREE MONTHS, BY EXTENDING THE AGREEMENT 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 Berea 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 an amended lease agreement with the City of Berea for the remainder of 2022.

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 amended lease agreement with the City of Berea for the exclusive right to the possession of one (1) jail cell bed for the remainder 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.

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 Berea, 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

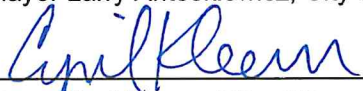
Whereas: Lessee seeks to lease one jail cell bed on an exclusive basis for its own purposes.

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) Berea 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.

Mayor Larry Antoskiewicz, City of North Royalton



Mayor Cyril Kleem, City of Berea

Date




Date

Approved as to form: _____

Thomas A. Kelly, Law Director
City of North Royalton

Approved as to form: _____



Barbara Jones, Law Director
City of Berea