

# July 2022

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

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

# August 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

***ALL MEETINGS RECESSED FOR THE MONTH OF AUGUST***

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

7:00 p.m. Caucus

Council Meeting 7:00 p.m.



**REGULAR ORDER OF BUSINESS**

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

Building & Building Codes	John Nickell
Finance	Paul Marnecheck
Review & Oversight	Jeremy Dietrich
Safety	Michael 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

**THIRD READING CONSIDERATION**

- 1. **22-95 - AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY TO BE A PUBLIC PURPOSE PURSUANT TO REVISED CODE SECTION 5709.40(B); DECLARING SUCH IMPROVEMENT TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE THAT WILL DIRECTLY BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; DESIGNATING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS; AND AUTHORIZING COMPENSATION PAYMENTS TO THE NORTH ROYALTON CITY SCHOOL DISTRICT AND THE CUYAHOGA VALLEY CAREER CENTER, AND DECLARING AN EMERGENCY. First reading June 21, 2022. Second reading July 5, 2022.**

**SECOND READING CONSIDERATION**

1. **22-111** - AN ORDINANCE AMENDING ORDINANCE 12-38 ESTABLISHING THE SALARY DIFFERENTIALS FOR THE CHIEF OF POLICE, CHIEF OF FIRE, ASSISTANT CHIEF OF FIRE, POLICE CAPTAIN, AND POLICE LIEUTENANT IN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY. **First reading July 5, 2022.**

**FIRST READING CONSIDERATION**

- \* 1. **22-115** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF AUNDREE YOUNG.
- \* 2. **22-116** - A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF JONATHAN CURNUTTE AS A POLICE OFFICER IN THE CITY OF NORTH ROYALTON POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- \* 3. **22-117** - AN ORDINANCE AUTHORIZING PAYMENT OF NORTH ROYALTON COMMUNITY EMERGENCY RESPONSE TEAM (CERT) VOLUNTEER LIABILITY INSURANCE WITH PROVIDENT AGENCY, INC, FOR THE SUM OF \$1890.00, AND DECLARING AN EMERGENCY.
4. **22-118** - AN ORDINANCE AUTHORIZING THE CITY OF NORTH ROYALTON TO USE THE STANDARD ALLOWANCE FOR THE LOCAL FISCAL RECOVERY FUND AS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT, AND DECLARING AN EMERGENCY.
5. **22-119** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 21-184 AS AMENDED BY ORDINANCES 22-21, 22-34, 22-53, 22-74, 22-88 AND 22-97 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
6. **22-120** - AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 7 POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
7. **22-121** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CITY OF BRECKSVILLE FOR THE EXCLUSIVE RIGHT TO THE POSSESSION OF ONE JAIL CELL BED FOR THE BALANCE OF 2022, AND DECLARING AN EMERGENCY.
8. **22-122** - AN ORDINANCE AMENDING ORDINANCE 21-133, BY INCREASING THE AMOUNT AUTHORIZED TO THE S.E.T. INC. FOR THE PINESTREAM SUBDIVISION STORM SEWER IMPROVEMENTS PROJECT DUE TO ADDITIONAL NECESSARY CONCRETE AND LANDSCAPING FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$13,200.81, AND DECLARING AN EMERGENCY.
9. **22-123** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BY AND BETWEEN NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF NORTH ROYALTON FOR THE SANITARY FORCE MAIN LOWERING, AND DECLARING AN EMERGENCY.
10. **22-124** - AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE NORTHEAST OHIO REGIONAL SEWER DISTRICT IN THE AMOUNT OF \$725,000.00, WHICH APPROVED FUNDING FOR THE VALLEY VISTA PUMP STATION IMPROVEMENTS, AND DECLARING AN EMERGENCY.
11. **22-125** - AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT AND ENTER INTO A GRANT AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND CUYAHOGA COUNTY, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

RESOLUTION NO. 22-115

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

## A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF AUNDREE YOUNG

**WHEREAS:** Aundree Young was appointed as a member of the City of North Royalton Fair Housing Board in September 2014, and continued to serve in that capacity through June 2022; and

**WHEREAS:** Council and Mayor Antoskiewicz desire to recognize Ms. Young for her community service to the City of North Royalton.

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

Section 1. The Council of the City of North Royalton and Mayor Antoskiewicz hereby acknowledge Aundree Young for her community service to the City of North Royalton.

Section 2. Council and the Mayor further recognize the professionalism, dedication and community spirit demonstrated by Ms. Young during her many years of public service to the City of North Royalton.

Section 3. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Ms. Young in recognition of her community service.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 Resolution receives the affirmative vote of a majority of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 22-116

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

RESOLUTION NO. 22-116

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

A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF  
JONATHAN CURNUTTE AS A POLICE OFFICER IN THE CITY OF NORTH ROYALTON  
POLICE DEPARTMENT, AND DECLARING AN EMERGENCY

**WHEREAS:** The Mayor has appointed Jonathan M. Curnutte as a Police Officer in the City of North Royalton Police Department; and

**WHEREAS:** Council confirms various appointments made by the Mayor; and

**WHEREAS:** It is necessary to keep an accurate record of these various appointments as to individuals appointed and their term of office.

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

Section 1. Council hereby confirms the appointment of Jonathan M. Curnutte as a Police Officer in the City of North Royalton Police Department, effective July 17, 2022.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 Resolution 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 keep accurate public records as to the various appointments made by the Mayor and the date of said appointment.

THEREFORE, provided this Resolution 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:

ORDINANCE NO. 22-117

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING PAYMENT OF NORTH ROYALTON COMMUNITY EMERGENCY RESPONSE TEAM (CERT) VOLUNTEER LIABILITY INSURANCE WITH PROVIDENT AGENCY, INC, FOR THE SUM OF \$1890.00, AND DECLARING AN EMERGENCY

- WHEREAS: The North Royalton Community Response Team (CERT) requires annual liability insurance; and
- WHEREAS: In years past, CERT has held fundraisers to obtain monies to pay for their annual liability insurance; and
- WHEREAS: Due to COVID 19, CERT has been unable to hold fundraisers, thus requiring the City to purchase liability insurance; and
- WHEREAS: Council authorizes the purchase of liability insurance for CERT in the amount of \$1890.00.

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 purchase of liability insurance for CERT in the amount of \$1890.00 and as further described on Exhibit A attached hereto.

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

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason to authorize the purchase of liability insurance for CERT.

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:



**Provident Agency, Inc.**

PO Box 11588  
Pittsburgh, PA 15238

Phone: (412) 963-1200  
Toll (800) 447-0360  
Fax: (412) 963-0415  
Email: AR@Providentins.com

**North Royalton Community Emergency  
Response Team; City of North Royalton  
7000 Royalton Road  
North Royalton, OH 44133**

<b>Invoice # 68316</b>		Page 1 of 1
Account Number		Date
NORTROY-01		7/11/2022
BALANCE DUE ON		
8/10/2022		NORTROY-01
AMOUNT PAID		Amount Due
		\$1,890.00

**North Royalton Community Emergency  
Response Team; City of North Royalton**

Accident & Health	AXIS Insurance Company	PolicyNumber: PRNC-92135-OH10128	Effective: 8/10/2022 to 8/9/2023
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Item #	Trans Eff Date	Due Date	Trans	Description	Amount
12260	8/10/2022	8/10/2022	RENB	Annual	\$1,890.00
<b>Total Invoice Balance:</b>					<b>\$1,890.00</b>

Please remit the invoice balance payable to Provident Agency and return a copy of this invoice with your payment by the due date.

If you have any questions on any of this, please call our toll-free number listed above.

Feel free to visit our website at [www.providentins.com](http://www.providentins.com) for claims, forms, or contacts.

Thank you! We appreciate your business.



**Plans of Insurance for the  
North Royalton Community Emergency Response Team; City of North  
Royalton**

*Benefits apply while performing a Covered Activity.*

Class 1 All volunteer classes of membership including but not limited to a Volunteer Member, Emergency Volunteer, Auxiliary Member, Fire Corps, Community Volunteer, Board Member, Trustee, Administrative Personnel, Junior Member, Member in Training, Probationary Member, and Part-Time Employees of the Policyholder.

<b>Section I: Death Benefits</b>		<b>Present Plan</b>	<b>Plan 1</b>	<b>Plan 2</b>
A.	Covered Injury Death Benefit	\$10,000	\$20,000	\$30,000
B.	Covered Illness Death Benefit	\$10,000	\$20,000	\$30,000
C.	HIV Positive Diagnosis Lump Sum Benefit	\$10,000	\$20,000	\$30,000
D.	Bereavement Benefit	Up to \$1,000	\$2,000	\$3,000
E.	Dependent Child Benefit (Per Child)	\$10,000	\$10,000	\$10,000
F.	Seatbelt Benefit	\$2,500	\$5,000	\$7,500
	Airbag Benefit	\$2,500	\$5,000	\$7,500
G.	Final Expenses Benefit*	Up to \$1,000	\$2,000	\$3,000
H.	Spousal Benefit	\$5,000	\$15,000	\$15,000
I.	Surviving Spouse Education Benefit	Up to \$10,000	\$10,000	\$10,000
J.	Dependent Child Education Benefit	Up to \$10,000	\$10,000	\$10,000

\* Includes repatriation to the funeral home as well as other locations, cremation, burial services, grave marker/headstone.

<b>Section II: Impairment Benefits</b>				
A.	Dismemberment, Loss of Speech or Hearing Benefit**	Up to \$10,000	\$20,000	\$30,000
B.	Vision Impairment Benefit**	Up to \$10,000	\$20,000	\$30,000
C.	Cosmetic Disfigurement from Burns Benefit**	Up to \$10,000	\$20,000	\$30,000
D.	Permanent Physical Impairment Benefit**	Up to \$10,000	\$20,000	\$30,000
E.	Felonious Assault Benefit	Up to \$5,000	\$10,000	\$15,000
F.	Impairment Modification Benefit**	Up to \$50,000	\$50,000	\$50,000
G.	Paralysis Benefit**	Up to \$10,000	\$20,000	\$30,000

\*\* Benefits payable are based on the percentage of impairment or loss as defined in the Policy.

<b>Section III: Income Protection Benefits</b>				
A.	Weekly Total Disability Benefits	Up to \$100	\$150	\$200
A.i.	Covered Injury Minimum Weekly Total Disability Benefit	\$50	\$50	\$50
A.ii.	Covered Illness Minimum Weekly Total Disability Benefit	\$50	\$50	\$50
A.iii.	Covered Injury Weekly Earned Income Replacement Benefit***	Up to \$50	\$100	\$150
A.iv.	Covered Illness Weekly Earned Income Replacement Benefit***	Up to \$50	\$100	\$150
B.	Partial Disability Benefit ***	Up to \$100	\$150	\$200
C.	Cost of Living Adjustment	Up to \$300	\$450	\$600
D.	First Week Disability Benefit***	Up to \$1,000	\$1,000	\$1,000
E.	Transition Benefit	Up to \$100	\$150	\$200
F.	Retraining Benefit	Up to \$20,000	\$20,000	\$20,000

\*\*\* Benefits are payable in coordination with the Loss of Earnings Coverage as defined in the Policy.

**Plans of Insurance for the North Royalton Community Emergency Response Team; City of North Royalton***Benefits apply while performing a Covered Activity.***Section IV: Medical Expenses**

		<b><u>Present Plan</u></b>	<b><u>Plan 1</u></b>	<b><u>Plan 2</u></b>
<b>A.</b>	Medical Expense Benefit	Up to \$5,000	\$10,000	\$15,000
<b>B.</b>	Plastic Surgery Expense Benefit	Up to \$25,000	\$25,000	\$25,000

**Section V: Additional Benefits**

<b>A.</b>	Daily Hospital Confinement and Outpatient Treatment Benefit	\$5	\$10	\$15
<b>B.</b>	Daily Critical Care Benefit	\$10	\$20	\$30
<b>C.</b>	Family Expense Benefit	Up to \$2,500	\$5,000	\$10,000
<b>D.</b>	Occupational Rehabilitation Benefit	Up to \$5,000	\$5,000	\$5,000
<b>E.</b>	Mental Stress Management Benefit	Up to \$2,500	\$5,000	\$10,000
<b>F.</b>	Traumatic Incident Benefit	Up to \$1,000	\$5,000	\$5,000
<b>G.</b>	Health Insurance Premium Benefit	Up to \$12,000	\$12,000	\$12,000

**Annual Premium***The annual payment option offers a one-year rate guarantee.*

<b><u>Present Plan</u></b>	<b><u>Plan 1</u></b>	<b><u>Plan 2</u></b>
\$1,890	\$2,911	\$3,778

Preparation Date: July 8, 2022

Renewal Date: August 10, 2022

Proposal ID: 53213

This proposal is valid for 90 days from the Preparation Date or until 1 day prior to the Renewal Date, whichever is later.

Underwritten by: AXIS Insurance Company

## **Plans of Insurance for the North Royalton Community Emergency Response Team; City of North Royalton**

*Benefits apply while performing a Covered Activity.*

### **DISCLOSURE STATEMENT**

All U.S. insurance coverage described in this proposal is provided by AXIS Accident & Health and underwritten by AXIS Insurance Company. Coverage may not be available in all U.S. states and jurisdictions. Product availability and plan design features, including eligibility requirements, descriptions of benefits, exclusions or limitations may vary depending on state laws. This proposal outlines in general some of the important features of the proposed insurance program. The controlling provisions will be in the Policy, and this proposal is not intended in any way to modify the provisions or their meanings. The policy will be subject to the laws of the state in which it is issued.

This insurance coverage is administered by Provident Agency, Inc. of Pittsburgh, PA.

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit AXIS Accident & Health from providing insurance, including, but not limited to, the payment of claims. Payment of claims under any insurance policy issued shall only be made in full compliance with all United States economic or trade and sanction laws or regulation, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Insurance policies providing certain health insurance coverage issued or renewed on or after September 23, 2010 are required to comply with all applicable requirements of the Patient Protection and Affordable Care Act (PPACA). However, there are a number of types of insurance that are specifically exempt from the requirements of the PPACA.

Based on our understanding of the current law and regulations, it is our belief that the accident and health benefits provided under this program are exempt from the requirements of the PPACA. Similarly, we do not believe that this accident and health coverage qualifies as minimum essential benefits as set forth in the PPACA. AXIS Insurance Company continues to monitor PPACA laws and regulations to determine any impact on its products. Should there be any change that requires modification of this coverage, we reserve the right to change the policy and rates accordingly.

### **GENERAL EXCLUSIONS AND LIMITATIONS**

The benefits contained in the Policy are subject to the following limitations:

1. All Covered Injuries and Covered Illnesses arising from the same Covered Activity shall be treated as a single Covered Injury or Covered Illness. If the Insured Person sustained a Covered Injury and a Covered Illness from the same Covered Activity and the amount payable or benefit period for a specific benefit is different for Covered Injuries and Covered Illnesses, the Company will pay the higher amount or adhere to the longer benefit period.
2. If an Insured Person suffers a Covered Injury or Covered Illness that is payable under more than one of the following benefits, the most the Company will pay is the greater of the largest principal sum or the largest single benefit amount payable shown on the *Policy Schedule of Benefits* for any benefit for which the Insured Person qualifies: Covered Injury Death Benefit; Covered Illness Death Benefit; HIV Positive Diagnosis Lump Sum Benefit; Dismemberment, Loss of Speech or Hearing Benefit; Vision Impairment Benefit; Permanent Physical Impairment Benefit or Paralysis Benefit.
3. If an Insured Person is covered under more than one Policyholder Blanket Accident Policy issued by the Company, the total benefits payable will not exceed those payable under the policy that provides the greatest benefit.

*This limitation may not apply when multiple Blanket Accident Policies are issued and an Insured Person is also covered under an Accidental Death & Dismemberment Policy.*

*This limitation will apply when an Insured Person is covered under multiple Blanket Accident Policies; the Insured Person will not be covered under more than one local policy, more than one county policy, or more than one state policy.*

In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided in the Policy: declared or undeclared war or act of war; suicide or any attempt at it, while sane or insane; or intentionally self-inflicted injuries while sane; mental or emotional disorders, except as specifically provided for by the Traumatic Incident Benefit or the Mental Stress Management Benefit; any Organized League Athletic Event, except as provided under the Policy; or commission of a felony. In addition, benefits will not be paid for services or treatment rendered by any person who is: employed or retained by Policyholder; living in the Insured Person's household; an Immediate Family Member of either the Insured Person or the Insured Person's Spouse; or the Insured Person.

**Plans of Insurance for the North Royalton Community Emergency Response Team; City of North Royalton**

*Benefits apply while performing a Covered Activity.*

**EXCLUSIONS THAT APPLY TO THE INCOME PROTECTION BENEFITS**

In addition to the Exclusions provided under the Policy, no Income Protection Benefits shall be payable in the following instances, unless coverage is specifically provided: (1) during the Insured Person's incarceration in a penal or corrections institution. Payments may resume after incarceration as long as the Insured Person remains Totally Disabled and remains covered under the Policy; or (2) the Insured Person is not receiving Appropriate Care.

**LIMITATIONS THAT APPLY TO THE INCOME PROTECTION BENEFITS**

1. Total Disability or Partial Disability claims resulting from athletic events that are not Organized League Athletic Events will be limited to a maximum period of up to 156 weeks.
2. In no event will benefits be payable to an Insured Person for more than one disability at the same time.
3. An Insured Person may reopen his or her claim at any time up to 5 years following a period of Total Disability or Partial Disability for either Covered Injuries or Covered Illnesses for which payments were made under this Policy.
4. If an Insured Person is covered by multiple Accident Policies issued by the Company, the total amount of Income Protection Benefits payable under all policies will be a weekly benefit amount up to a maximum of \$1,000.

**EXCLUSIONS FOR MEDICAL EXPENSE BENEFIT AND THE PLASTIC SURGERY EXPENSE BENEFIT-** In addition to the Exclusions provided under the Policy, no Medical Expense Benefit or Plastic Surgery Expense Benefits shall be payable for the following treatments or services, unless coverage is specifically provided:

1. any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by the Company to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.

## Plans of Insurance for the North Royalton Community Emergency Response Team; City of North Royalton

*Benefits apply while performing a Covered Activity.*

### DESCRIPTION OF BENEFITS

#### Section I: Death Benefits

- A. Covered Injury Death Benefit** - This benefit is payable if an Insured Person sustains a Covered Injury that directly causes the loss of life.
- B. Covered Illness Death Benefit** - This benefit is payable if an Insured Person suffers a Covered Illness that directly causes the loss of life.
- C. HIV Positive Diagnosis Lump Sum Benefit** - If Insured Person tests HIV Positive as a result of participation in a Covered Activity, the Insured Person may choose to receive the HIV Positive Diagnosis Lump Sum Benefit in lieu of the Permanent Physical Impairment Benefit and/or Covered Illness Death Benefit or Covered Injury Death Benefit.
- D. Bereavement Benefit** - If a Covered Injury Death Benefit or Covered Illness Death Benefit is payable under the Policy, an amount up to the Maximum Benefit Amount will be paid for out-of-pocket expenses actually incurred by the Policyholder or Participating Organization for the following expenses that are directly associated with an Insured Person's loss of life: 1) reasonable cost of bereavement counseling and 2) the reasonable costs associated with the memorial service, wake, honor guard, or other tribute to the Insured Person. This benefit is payable to the Policyholder or Participating Organization.
- E. Dependent Child Benefit** - If a Covered Injury or Covered Illness Death Benefit is payable under the Policy, an additional benefit is payable for each Dependent Child.
- F. Seatbelt Benefit** - If a Covered Injury Death Benefit is payable under the Policy and the Insured Person's death occurred in an Accident while he or she was wearing a properly fastened automobile seatbelt, the Seatbelt Benefit is payable.  
**Airbag Benefit** - If the Seatbelt Benefit is payable, the additional Airbag Benefit Amount will be paid if the Insured Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag) when the Accident occurred.
- G. Final Expenses Benefit** - If a Covered Injury or Covered Illness Death Benefit is payable under the Policy, an additional benefit will be paid for out-of-pocket expenses actually incurred by the beneficiary for expenses directly associated with an Insured Person's loss of life.
- H. Spousal Benefit** - If a Covered Injury Death Benefit or Covered Illness Death Benefit is payable under the Policy, an additional benefit is payable to the Insured Person's Spouse.
- I. Surviving Spouse Education Benefit** - If an Insured Person suffers a Covered Injury Death or Covered Illness Death, a benefit is payable for the surviving Spouse to enroll in an institution of higher learning, professional or trade training program as set forth in a written agreement between the Spouse and the Company which can be periodically reviewed. The Company shall pay the actual costs incurred by the Insured Person for tuition, books and supplies charged by the institution up to the Maximum Benefit Amount provided in the Policy.
- J. Dependent Child Education Benefit** - If an Insured Person suffers a Covered Injury Death or Covered Illness Death and a death benefit is payable under this Policy, a benefit is payable for expenses incurred by each Dependent Child for tuition, fees, books, room and board, transportation and any other costs payable directly to a school, or approved and certified by the school, up to the Maximum Benefit Amount provided in the Policy.

#### Section II: Impairment Benefits

- A. Dismemberment, Loss of Speech or Hearing Benefit** - If an Insured Person sustains a Covered Injury that directly causes a loss of speech, hearing or a dismemberment as defined in the Policy, an amount equal to 6.25% up to 100% of the Principal Sum is payable, based on the level of loss or dismemberment.
- B. Vision Impairment Benefit** - If the Insured Person, as a result of a Covered Injury, suffers a vision impairment as defined in the Policy, an amount equal to 2.75% up to 100% of the Principal Sum is payable. Benefits are payable for partial loss of sight as well as total loss of sight.
- C. Cosmetic Disfigurement from Burns Benefit** - If an Insured Person, as a result of a Covered Injury, suffers a Cosmetic Disfigurement from Burn due to a burn that is classified as third degree or a full thickness burn, a benefit is payable. The amount of the benefit will be based on a formula, which will be multiplied by the Principal Sum. The formula will take into account the area of the body which was burned. This benefit will be paid in addition to any other benefit payable under the Policy, with the exception of a benefit paid under the Dismemberment, Loss of Speech or Hearing Benefit for the same burned area.
- D. Permanent Physical Impairment Benefit** - If an Insured Person suffers a Covered Injury or Covered Illness which results in a Permanent Physical Impairment of a body part, we will pay a PPI Benefit. The impairment percentage assigned by the Physician is multiplied by the Principal Sum to determine the benefit payable.
- E. Felonious Assault Benefit** - If an Insured Person is participating in a Covered Activity and sustains a Covered Injury caused by a Felonious Assault directed at the Insured Person, an additional benefit is payable.

## **Plans of Insurance for the North Royalton Community Emergency Response Team; City of North Royalton**

*Benefits apply while performing a Covered Activity.*

- F. Impairment Modification Benefit** - This benefit may be payable if, due to Total or Partial Disability, an Insured Person's physical limitation or impairment poses a safety risk or inhibits the Insured Person's ability to maintain independence in their current transportation or living situation. The benefit may pay for alterations to make the Insured Person's residence wheelchair accessible and/or habitable, and modifications to his or her motor vehicle. Impairment modifications are subject to written agreement and other requirements outlined in the Policy.
- G. Paralysis Benefit** - If an Insured Person suffers Paralysis resulting from a Covered Injury or Covered Illness, the Company will pay a percentage of the Principal Sum based on the type of Paralysis, provided that the Paralysis occurs within 365 days.

### **Section III: Income Protection Benefits**

#### **A. Weekly Total Disability Benefits**

- A.i. Covered Injury Minimum Weekly Total Disability Benefit** – For Volunteers, payable up to lifetime while the Insured Person is Totally Disabled. Paid in addition to any benefit from any source.
- A.ii. Covered Illness Minimum Weekly Total Disability Benefit** – For Volunteers, payable up to later of age 67 or five years, whichever is greater while the Insured Person is Totally Disabled. Paid in addition to any benefit from any source.
- A.iii. Covered Injury Weekly Earned Income Replacement Benefit** – For Volunteers, payable up to lifetime and up to the amount listed in the Policy while the Insured Person is Totally Disabled and the Minimum Weekly Total Disability Benefit is payable. The amount payable shall be computed by determining the Insured Person's Weekly Earned Income then subtracting the Minimum Weekly Total Disability Benefit and the Loss of Earnings Coverage as defined in the Policy.
- A.iv. Covered Illness Weekly Earned Income Replacement Benefit** - For Volunteers, payable up to later of age 67 or five years, whichever is greater and up to the amount listed in the Policy while the Insured Person is Totally Disabled and the Minimum Weekly Total Disability Benefit is payable. The amount payable shall be computed by determining the Insured Person's Weekly Earned Income then subtracting the Minimum Weekly Total Disability Benefit and the Loss of Earnings Coverage as defined in the Policy.
- B. Partial Disability Benefit** - If a Covered Injury or Covered Illness results in a Partial Disability and permits the Insured Person to return to any Reasonable Occupation but at a lower rate of Weekly Earned Income, a benefit is payable of up to the Maximum Weekly Total Disability Benefit which would have been paid had the Insured Person been Totally Disabled. For Volunteers, benefits are payable up to later of age 67 or five years.
- C. Cost of Living Adjustments** - Adjustments are made at the greater of 5% or the CPI-U (up to 8%) on the Review Date of the Covered Injury or Covered Illness continuous disability. COLA adjustments are compounded after each Review Date not to exceed three times the Maximum Weekly Total Disability Benefit amount.
- D. First Week Total Disability Benefit** - For the first week of Total Disability, a benefit of up to \$1,000 is payable. The amount payable shall be computed by determining the Insured Person's Weekly Earned Income then subtracting the Minimum Weekly Total Disability Benefit, the Weekly Earned Income Replacement Benefit and the Loss of Earnings Coverage.
- E. Transition Benefit** – If an Insured Member is released to return to his or her primary employment after having received disability benefits under this Policy due to Covered Injury or Covered Illness, and their position at their primary employer has been terminated due to said Covered Injury or Covered Illness, disability benefits previously payable will continue to be paid for a period of up to 26 weeks while the Insured Person actively seeks employment.
- F. Retraining Benefit** - If as a result of a Covered Injury or Covered Illness an Insured Person cannot find and maintain a Regular Occupation, the Company will pay for the Insured Person to enroll in an institution of higher learning, professional or trade training program as set forth in a written agreement between the Insured Person and us which can be periodically reviewed. The Company shall pay the actual costs incurred by the Insured Person for tuition, books and supplies charged by the institution up to the Maximum Benefit Amount provided in the Policy. Benefits for disability will continue as provided by the Policy while the Insured Person is actively participating in the program.

### **Section IV: Medical Expense Benefits**

- A. Medical Expense Benefit Covered Injury Only and Covered Illness Only** - If, as a result of a Covered Injury or Covered Illness, an Insured Person incurs charges for Covered Medical Expenses as defined in the Policy, we will pay 100% of the Reasonable and Customary Charges up to the Maximum Medical Expense Benefit Amount provided. This Maximum is payable for all Covered Medical Expenses resulting from the same Covered Injury or Covered Illness.
- B. Plastic Surgery Expense Benefit** - If an Insured Person incurs expenses that exceed the Maximum Medical Expense Benefit Amount provided under the Medical Expense Benefit, an additional amount from Covered Medical Expenses incurred for Medically Necessary plastic surgery due to a Covered Injury will be paid. The additional amount is 25% of the Medical Expense Benefit Amount, but not less than \$25,000

## **Plans of Insurance for the North Royalton Community Emergency Response Team; City of North Royalton**

*Benefits apply while performing a Covered Activity.*

### **Section V: Additional Benefits**

**A. Daily Hospital Confinement and Outpatient Treatment Benefit** - If, due to a Covered Injury or Covered Illness, an Insured Person:

- is admitted to a Hospital on an Inpatient basis, a Daily Benefit Amount is payable for each full day of Inpatient Hospital confinement, not to exceed 730 days;
- If after a period of being confined as an Inpatient in a Hospital, an Insured Person requires Outpatient physical therapy, rehabilitation and/or follow-up Physician visits, we will pay the Daily Benefit Amount for each day of such Outpatient treatment, not exceed 730 days; or
- If an Insured Person does not require confinement as an Inpatient in a Hospital, but does require Outpatient physical therapy, rehabilitation and/or follow-up Physician visits, we will pay the Daily Benefit Amount for each day of such Outpatient treatment, not to exceed 365 days.

For Outpatient treatment, only one payment per day will be made, regardless of the number of appointments the Insured Person attends.

**B. Daily Critical Care Benefit** - If, due to a Covered Injury or Covered Illness, an Insured Person is Hospital confined to an intensive care, trauma, critical care, burn or similar specialty unit, a Daily Benefit Amount is payable for each full day of such confinement, not to exceed 730 days. This payment is in lieu of the Daily Hospital Confinement Benefit.

**C. Family Expense Benefit** - If, as a result of a Covered Injury or Covered Illness, an Insured Person requires medical treatment that causes an Immediate Family Member or a significant other to accompany the Insured Person for treatment or to help treat the Insured Person, a benefit is payable for reasonable expenses actually incurred and not reimbursed by another source up to the Family Expense Benefit limit. Expenses may include, but are not limited to; loss of wages, out of pocket expenses, hotel accommodations, parking, and childcare.

**D. Occupational Rehabilitation Benefit** - If an Insured Person is receiving Weekly Total Disability Benefits or Partial Disability Benefits, he or she may be eligible for a rehabilitation program. The Company will pay up to the Maximum Benefit Amount for the program as set forth in a written agreement. The goal of the rehabilitation program will be to return an Insured Person to the workforce in a Reasonable Occupation for which he or she is reasonably suited considering the Covered Injury or Covered Illness sustained.

**E. Mental Stress Management Benefit** - If, as a direct result of being actively engaged in a single emergency incident or repeated active engagement in emergency incidents involving the organization, an Insured Person suffers psychiatric or mental stress, a Mental Stress Management Benefit is payable. The Insured Person must be receiving care by a Physician properly licensed to provide care appropriate for the condition causing the psychiatric or mental stress.

**F. Traumatic Incident Benefit** - A benefit is payable for reasonable expenses for the services provided by a Traumatic Incident Stress Management Team, if such services are requested and authorized by the organization as a result of a Traumatic Incident. Expenses must be incurred within one year of the Traumatic Incident and are subject to the Traumatic Incident Benefit limit in the policy. The Traumatic Incident Aggregate Maximum Benefit Amount is the maximum that will be paid per Traumatic Incident regardless of the number of persons treated.

**G. Health Insurance Premium Benefit** - If, disability benefits are paid under the Policy, and as a result of a Covered Injury or Covered Illness, the medical or health insurance premiums previously paid the Insured Person's employer have been discontinued, the Company shall pay the amount the employer previously paid for those premiums. The benefit is payable if the Insured Person incurs out of pocket costs for said premiums.

## **Plans of Insurance for the North Royalton Community Emergency Response Team; City of North Royalton**

*Benefits apply while performing a Covered Activity.*

### **DEFINITIONS**

**Accident or Accidental** means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the Insured Person is covered under this Policy.

**Appropriate Care** means the determination of an accurate and medically supported diagnosis of the Insured Person's Total or Partial Disability by a Physician, or a plan established by a Physician of ongoing medical treatment and care of the Total or Partial Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

**Auxiliary Member** means any person who is a member of the auxiliary to the Policyholder at the time of Covered Injury or Covered Illness.

**Benefit Period** means the period, shown on the *Policy Schedule of Benefits*, commencing with the date of the onset of the Total Disability or Partial Disability during which benefits are payable.

**Career Personnel** means employees or members of the organization that receive Weekly Earned Income for regularly working at least 30 cumulative hours per week as an emergency service provider for the Policyholder.

**Community Volunteer** means a non-member who helps the Policyholder and/or the auxiliary of the organization, in a non-emergency capacity such as fund raisers, banquets, etc.

**Cosmetic Disfigurement from Burns** means a cosmetic disfigurement that is due to a burn that is classified as a third degree or full-thickness burn caused by a source that is thermal, chemical, electrical, or nuclear. The surface area must be documented by a Physician according to the Rule of Nines or the Lund-Browder chart.

**Covered Activity** means any activity which is normal for an Insured Person while acting on behalf of the Policyholder and includes travel directly to and from such activity, as well as impromptu action (Good Samaritan) at the scene of an emergency regardless of the Policyholder's involvement. Covered Activity includes all athletic events sponsored by the Policyholder with the exception of Organized League Athletic Events, unless such coverage is purchased. The Covered Activity must be performed at the direction, or with knowledge, of an officer of the Policyholder, unless immediate action is required of the Insured Person at the scene of an emergency not on behalf of the Policyholder or any other organization.

**Covered Illness** means any disease, sickness or infection, other than those related to psychiatric illness or mental stress, contracted or suffered by an Insured Person during or resulting from a Covered Activity while this Policy is in force.

**Covered Illness Death** means any Covered Illness, other than those related to psychiatric illness or mental stress, contracted or suffered by an Insured Person during or resulting from a Covered Activity while this Policy is in force and results in the death of an Insured Person.

**Covered Injury** means Accidental bodily injury sustained by the Insured Person during and/or resulting directly from an Insured Person's participation in a Covered Activity while coverage under the Policy is in force (independent of sickness, disease, mental incapacity or any other cause) and which is not otherwise defined as a Covered Illness.

**Covered Injury Death** means a Covered Injury sustained by an Insured Person during and/or resulting directly from a Covered Activity while this Policy is in force, and which results in the death of an Insured Person.

**Covered Medical Expenses** means the Reasonable and Customary Charges for any of the following services: medical or surgical treatment, preventative inoculation, Hospital confinement, Home Healthcare, nursing services prescribed and monitored by a Physician, Post exposure Prophylaxis protocol (PEP) treatment, when such treatment is advised by the attending Physician, Infectious Disease screening test (s), or Post exposure preventive inoculations as a result of participation in a Covered Activity.

**CPI-U** means the Consumer Price Index for all Urban Consumers, published by the United States Department of Labor. The Company reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-U.

**Dependent Child** means any unmarried child of an Insured Person who is dependent and under the age of 26 upon an Insured Person and claimed on an Insured Person's most current federal tax return or qualified court document showing at least 50% financial responsibility.

**Emergency Volunteer** means a person physically present at the time of the emergency, and who is not responding/acting as a member of any emergency service organization, who has been specifically requested to assist by the Chief, Line Officer or other officer in charge of the emergency.

## **Plans of Insurance for the North Royalton Community Emergency Response Team; City of North Royalton**

*Benefits apply while performing a Covered Activity.*

**Felonious Assault** means any willful or unlawful use of force upon an Insured Person:

1. with the intent to cause bodily injury to an Insured Person;
2. that results in bodily harm to an Insured Person; and
3. that is a felony or misdemeanor in the jurisdiction in which it occurs.

Felonious Assault does not include any willful or unlawful use of force upon an Insured Person by another Insured Person.

**Full Excess Medical Expense** means the medical expense benefit is in excess over Other Valid and Collectible Insurance as defined in the Policy. The Company will pay on a secondary basis after the primary plans up to Policy limits stated in the Policy Schedule.

**HIV** means Human Immunodeficiency Virus, a virus that infects lymphocytes and other cells bearing the CD4 marker, the initial infection of which is known as acute retro viral syndrome.

**Home Healthcare** means Medically Necessary services provided and billed by the Home Health Agency. Such services must be prescribed and supervised by a Physician in accordance with a medical treatment.

**Home Health Agency** means an entity engaged in arranging and providing nursing services, home health services or other therapeutic and related services. The entity must be certified by a competent governmental authority in the jurisdiction where the services are rendered, as meeting requirement of Title XVIII of the Social Security Act, as amended, for home health agencies.

**Hospital** means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
6. it charges for its services.

Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.

**Infectious Disease** means a disease included within the list of potentially life-threatening infectious diseases, developed by the Secretary of Health and Human Services, pursuant to Title XXVI of the Public Health Service Act.

**Immediate Family Member** means a person who is related to the Insured Person in any of the following ways: Spouse, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), child (includes legally adopted or stepchild), grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, or father-in-law.

**Inpatient** means confined overnight as a registered bed-patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician.

**Insured Person** means any person who is listed as an Eligible Person on the *Policy Schedule of Benefits*.

**Loss of Earnings Coverage** means any disability benefits or salary continuance received from:

1. the benefits payable in accordance with any Workers' Compensation Act or Occupational Disease Act or Law, or any other law which provides compensation for an occupational injury;
2. the income benefit provided by or through any automobile insurance plan or any government plan of automobile insurance or similar insurance regulation or law;
3. the salary continuation or severance allowance provided by or through the employer;
4. the disability, retirement or other income benefits provided by or through the employer, the Policyholder, or the Insured Person; and
5. the amounts paid or payable under any group plan or insurance policy.

Loss of Earnings Coverage does not include disability benefits received from individual disability insurance paid by Insured Person, or any disability benefits payable under the United States Federal Social Security Act. If an Insured Person settles a Workers' Compensation claim, including Loss of Earnings or similar provisions of Workers' Compensation, the presumed amount of those Workers' Compensation benefits shall be considered Loss Earnings Coverage for the entire duration of the Insured Person's Total Disability or Partial Disability.

**Medically Necessary** means medical services that: (1) are essential for diagnosis, treatment or care of the Covered Injury or Covered Illness for which it is prescribed or performed; (2) meet generally accepted standards of medical practice; and (3) are ordered by a Physician and performed under his or her care, supervision or order.

## **Plans of Insurance for the North Royalton Community Emergency Response Team; City of North Royalton**

*Benefits apply while performing a Covered Activity.*

**Nurse** means a licensed graduate registered Nurse (R.N.) or a licensed practical Nurse (L.P.N.) who is not:

1. the Insured Person;
2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;
3. a person living in the Insured Person's household; or
4. a person employed or retained by the Policyholder.

**Named Insured** means any organization listed as a Participating Organization on the *Policy Schedule of Benefits*.

**Organized League Athletic Event** means any type of sporting event or activity that occurs during a pre-planned schedule of practices, games, matches and/or tournaments over a specific season and may include the usage of a team roster, designated uniforms, umpires/referees, or fees paid to participate.

**Organized League Athletic Covered Activity** means preparation for, participation in, and travel to and from, an Organized League Athletic Event sponsored or approved by the Policyholder.

**Other Valid and Collectible Insurance** means group and non-group insurance contracts, health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law. Other valid and collectible insurance will not include benefits provided by the United States Social Security Act or any individual disability insurance plan.

**Outpatient** means an Insured Person who is a patient and is not hospitalized overnight but who visits a Hospital, clinic, or associated facility for diagnosis or treatment.

**Partial Disability or Partially Disabled** means, for an Insured Person with an occupation producing wages as described in the definition of Weekly Earned Income, the inability to perform one or more, but not all, of the material and substantial duties of his or her own occupation as a result of a Covered Injury or Covered Illness. If an Insured Person does not have an occupation producing wages as described in the definition of Weekly Earned Income, Partial Disability or Partially Disabled means:

1. the inability to perform one or more, but not all of the material and substantial duties of an occupation for which an Insured Person is qualified by reason of education, training or experience; or
2. the inability to perform one or more, but not all of the regular activities of an Insured Person.

An Insured Person must be under the regular care of a Physician during Partial Disability.

**Permanent Physical Impairment** means a physical impairment or functional abnormality of a body part or parts or loss of at least 10% whole person which remains after maximum medical rehabilitation has been achieved and which is considered stable or non-progressive by the examining Physician at the time of evaluation.

**Physician** means a licensed health care provider practicing within the scope of his or her license and rendering care and treatment to the Insured Person that is appropriate for the condition and locality, and who is not:

1. the Insured Person;
2. an Immediate Family Member of either the Insured Person or the Insured Person's spouse;
3. a person living in the Insured Person's household;
4. a person employed or retained by the Policyholder; or
5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

**Policy Term** means the time period defined for the Policyholder shown on the *Policy Schedule of Benefits*.

**Primary Medical Expense** means the medical expense benefit will be paid from first dollar and no coordination of benefits with other plans will occur.

**Reasonable and Customary Charge(s)** means a charge that:

1. is made for a Covered Medical Expense;
2. does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for a Hospital room and board charge, other than for a Medically Necessary stay in an intensive care unit or a cardiac care unit, does not exceed the Hospital's most common charge for semi-private room and board); and
3. does not include charges that would not have been made if no insurance existed.

**Reasonable Occupation** means any occupation for which an Insured Person is reasonably fitted based on education, training or experience and an Insured Person could expect to generate the lesser of \$75,000 annually or at least 70% of his or her Weekly Earned Income.

**Regular Occupation** means the Insured Person's primary occupation at the time of disability for which he or she was receiving remuneration.

**Review Date** means the date after 52 weeks of continuous disability.

## **Plans of Insurance for the North Royalton Community Emergency Response Team; City of North Royalton**

*Benefits apply while performing a Covered Activity.*

**Spouse** means the Insured Person's lawful spouse.

**Total Disability or Totally Disabled** means that for the first 5 years from the date of a Covered Injury or onset of a Covered Illness, an Insured Person:

1. is not able to perform the substantial and material duties of his or her occupation; and
2. is receiving Appropriate Care .

After 5 years from the date of a Covered Injury or onset of a Covered Illness, Total Disability or Totally Disabled means that due to a Covered Injury or a Covered Illness an Insured Person:

1. is not able to engage in any Reasonable Occupation;
2. is not working at any other occupation; and
3. is receiving Appropriate Care.

**Traumatic Incident** means an abnormal experience involving the Policyholder, outside the range of usual human experiences and that includes: 1) line of duty death or serious injury to other Insured Persons; 2) a single incident having multiple casualties; 3) death or serious injury of a child; 4) dealing with victims known to the Insured Person, and 5) similar incidents that would reasonably require mental health care for the entire Policyholder or a significant number of members of the Policyholder.

**Traumatic Incident Stress Management Team** means an organized group of mental health professionals and peer support individuals trained to provide support services to emergency service organization personnel. Such support services include traumatic incident stress defusing, debriefing, demobilization, stress reduction education, spousal support, one-on-one interviews, or on-the-scene support.

**Weekly Earned Income** means the greater of an Insured Person's:

1. average income earned on a weekly basis at the time the disability starts; or
2. average income earned on a weekly basis for the period of one year prior to the start of disability for which a claim is made.

If an employer, other than himself, employs an Insured Person, Weekly Earned Income will be computed from an Insured Person's regular, over-time and shift differential wages. Weekly Earned Income shall be substantiated by pay stubs, W-2 Forms, other employment records, tax records, and/or other records which We may reasonably request. Commission earnings will be computed using an average of 24 months of previous commission earnings.

If an Insured Person is self-employed, Weekly Earned Income will be computed from the amount reported by an Insured Person on page 1 of the IRS Form 1040 series, which includes amounts from Schedules C and F, and from qualifying income from Schedule E which is included in the amount reported by an Insured Person on page 1 of IRS Form 1040 series.

If the Insured Person is a commissioned sales person, Weekly Earned Income will be any salary or wages and commissions received from the Employer. This will be based on the Statement of Wages Earned and Taxes Withheld (Form W-2) for the fiscal year ending immediately prior to the date of the Insured Person's disability.

Weekly Earned Income does not include rent, royalties, investment income, passive income, estate and trust income and REIT/REMIC income regardless of an Insured Person's active involvement in generating said forms of income, an Employer's contributions to any deferred compensation plan or pension plan on the Insured Person's behalf, stock options, or any other income not derived directly from an Insured Person's occupational activities.

ORDINANCE NO. 22-118

INTORDUCED BY: Marnecheck, Wos, Barath

AN ORDINANCE AUTHORIZING THE CITY OF NORTH ROYALTON TO USE THE STANDARD ALLOWANCE FOR THE LOCAL FISCAL RECOVERY FUND AS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT, AND DECLARING AN EMERGENCY

WHEREAS: The United States Congress passed the American Rescue Plan Act (ARPA) on March 10, 2021, and President Joe Biden signed into law on March 11, 2021; and

WHEREAS: The American Rescue Plan Act created the Local Fiscal Recovery Fund to provide funding to all cities and counties throughout the nation; and

WHEREAS: The City of North Royalton received a total allocation of \$3,162,228.99 through the Local Fiscal Recovery Fund, with the first half coming in 2021 and the second half coming in 2022; and

WHEREAS: The United States Department of the Treasury published in the *Federal Register* the Final Rule governing the Coronavirus State and Local Fiscal Recovery Funds on January 27, 2022; and

WHEREAS: The Final Rule allows local governments to elect a standard allowance of up to \$10 million, not to exceed the total award allocation, in lieu of calculating revenue loss as prescribed by Treasury; and

WHEREAS: The Final Rule allows local governments to use their portion identified as revenue loss to provide any government services.

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 Council of the City of North Royalton elects to use the standard allowance for identifying revenue loss within the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act.

Section 2. Council authorizes the Mayor to sign all paperwork associated with the City of North Royalton regarding the standard allowance for identifying revenue loss within the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act.

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 use the City's portion identified as revenue loss to provide any government services.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 21-184 AS AMENDED BY ORDINANCES 22-21, 22-34, 22-53, 22-74, 22-88 AND 22-97 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

WHEREAS: Council wishes to amend the Original Appropriation Ordinance 21-184 as amended by Ordinances 22-21, 22-34, 22-53, 22-74, 22-88 and 22-97 for the fiscal year ending December 31, 2022 by transferring and making additional appropriations and providing for transfers between funds.

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

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

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

General Fund	Police Facility Fund	\$ 550,000.00	Operating
General Fund	EMS Levy Fund	2,000,000.00	Operating
General Fund	SCMR Fund	850,000.00	Operating
General Fund	NOPEC Grant Fund	99,000.00	Operating
General Fund	Enterprise Zone	37,200.00	Operating
General Fund	Police Pension Fund	350,000.00	Operating
General Fund	Fire Pension Fund	555,000.00	Operating
General Fund	General Bond Retirement Fund	745,000.00	Debt Service
General Fund	Rec Capital Improvement Fund	961,500.00	Operating
Street Construction, Maintenance and Repair Fund	Wastewater Maintenance Fund	184,287.00	Operating
NOPEC Grant Fund	General Fund	147,500.00	Advance (Repayment)
YMCA Special Revenue	General Bond Retirement Fund	428,000.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund	209,837.00	Debt Service
Fire Capital Improvement Fund	General Bond Retirement Fund	235,838.00	Debt Service
Sprague Road Reconstruction Fund	General Bond Retirement Fund	17,887.00	Debt Service
Building Construction Bond Fund	General Fund	5,000.00	Operating

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

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

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
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ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**City of North Royalton**  
**2022 Budget Amendment Detail - Proposed Budget Amendment 07/19/2022 - Finance Committee/Council Meeting**

<b>Fund</b>	<b>Department</b>	<b>Budget Category</b>	<b>Amendments this Ordinance</b>	<b>Total 2022 Appropriations</b>	<b>Reason for Change</b>
Rec Capital Improvement Fund #431	Recreation	Contractual Services	\$ 4,000 A	\$ 65,000	Estimated Costs related to install required Phone/Security system at Splash Pad. Per Tom Jordan, Cuyahoga County Board of Health requiring installation prior to granting permit to operate for safety purposes.
Storm Sewer & Drainage Fund #433	Wastewater (Storm)	Capital Outlay	\$ 45,000 B	\$ 103,100	Ord #22-97 included \$45,000 for lowering the sewer on Valley Lane (NEORS D Project). The total project cost is estimated to be \$90,000, but the project has been set up as a reimbursement grant through NEORS D. This additional \$45,000 will be reimbursed by NEORS D for a total cost to the City of \$45,000 but the total \$90,000 needs to be included in the budget (since the city will need to pay for the entire project and get reimbursed for an amount not to exceed \$45,000. (NEORS D will pay for half of the construction costs of the project in the amount not to exceed \$45,000). Legislation to allow the City to enter an agreement with NEORS D to lower the sanitary sewer is also being presented to City Council for approval.
Storm Sewer & Drainage Fund #433	Wastewater (Storm)	Capital Outlay	\$ 13,100 C	\$ 103,100	PO #20211001 was issued for SET relating to the Pinestream Storm Sewer for \$429,653.10 per Ord #21-133. A change order was approved for additional concrete, seeding, and mulching. Legislation to approve the increased amount not to exceed of \$442,751.81 is also being presented to City Council for approval.

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance									
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Proposed Amendment July 19, 2022	Total 2022 Appropriations
<b>GENERAL FUND</b>									
<b>POLICE DEPARTMENT</b>									
Personal Service	3,976,000.00		(74,827.43)			-	-	-	3,901,172.57
Contractual Services	319,611.00	30,240.00				23,641.08	-	-	373,492.08
Supply & Materials	168,200.00	38,680.00				-	27,500.00	-	234,380.00
Capital Outlay	14,500.00	53,500.00				-	-	-	68,000.00
Debt Service	147,000.00					-	-	-	147,000.00
<b>Total Police Department</b>	<b>4,625,311.00</b>	<b>122,420.00</b>	<b>(74,827.43)</b>	<b>-</b>	<b>-</b>	<b>23,641.08</b>	<b>27,500.00</b>	<b>-</b>	<b>4,724,044.65</b>
<b>ANIMAL CONTROL</b>									
Personal Service	172,300.00					-	-	-	172,300.00
Contractual Services	4,452.00	350.00				-	-	-	4,802.00
Supply & Materials	4,880.00	1,410.00				-	-	-	6,290.00
Capital Outlay	200.00					-	2,000.00	-	2,200.00
<b>Total Animal Control Department</b>	<b>181,832.00</b>	<b>1,760.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,000.00</b>	<b>-</b>	<b>185,592.00</b>
<b>FIRE DEPARTMENT</b>									
Personal Service	456,650.00	6,000.00	5,400.00			-	-	-	468,050.00
Contractual Services	355,700.00	59,000.00				-	-	-	414,700.00
Supply & Materials	114,500.00		8,900.00			-	-	-	123,400.00
<b>Total Fire Department</b>	<b>926,850.00</b>	<b>65,000.00</b>	<b>14,300.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,006,150.00</b>
<b>POLICE AND FIRE COMMUNICATIONS</b>									
Personal Service	388,550.00	-				-	-	-	388,550.00
Contractual Services	817,497.00	38,898.00				-	-	-	856,395.00
Supply & Materials	1,545.00					-	-	-	1,545.00
Capital Outlay	1,500.00					-	-	-	1,500.00
<b>Total Police &amp; Fire Comm</b>	<b>1,209,092.00</b>	<b>38,898.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,247,990.00</b>
<b>STREET LIGHTING</b>									
Contractual Services	100,000.00					-	-	-	100,000.00
<b>Total Street Lighting</b>	<b>100,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>100,000.00</b>
<b>CEMETERY DEPARTMENT</b>									
Contractual Services	29,150.00			3,035.00					32,185.00
Supply & Materials	192,690.00								192,690.00
Capital Outlay	42,000.00	-			-				42,000.00
<b>Total Cemetery Department</b>	<b>263,840.00</b>	<b>-</b>	<b>-</b>	<b>3,035.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>266,875.00</b>

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance									
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Proposed Amendment July 19, 2022	Total 2022 Appropriations
<b>PARKS &amp; RECREATION DEPARTMENT</b>									
Personal Service	577,950.00	-	2,000.00			-	-	-	579,950.00
Contractual Services	92,121.00	-		14,205.00		3,500.00	-	-	109,826.00
Supply & Materials	145,960.00	10,000.00		(26,005.00)	5,000.00	-	-	-	134,955.00
Capital Outlay	80,000.00	5,000.00		22,800.00	15,000.00	10,000.00	15,000.00	-	147,800.00
<b>Total Parks &amp; Recreation Department</b>	<b>896,031.00</b>	<b>15,000.00</b>	<b>2,000.00</b>	<b>11,000.00</b>	<b>20,000.00</b>	<b>13,500.00</b>	<b>15,000.00</b>	<b>-</b>	<b>972,531.00</b>
<b>PLANNING COMMISION</b>									
Personal Service	102,600.00								102,600.00
Contractual Services	9,600.00								9,600.00
Supply & Materials	850.00								850.00
<b>Total Planning Commission</b>	<b>113,050.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>113,050.00</b>
<b>BOARD OF ZONING</b>									
Personal Service	8,450.00								8,450.00
Contractual Services	3,500.00								3,500.00
Supply & Materials	950.00								950.00
<b>Total Board of Zoning</b>	<b>12,900.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,900.00</b>
<b>BUILDING DEPARTMENT</b>									
Personal Service	755,450.00								755,450.00
Contractual Services	127,000.00								127,000.00
Supply & Materials	23,800.00								23,800.00
Capital Outlay	46,200.00								46,200.00
<b>Total Building Department</b>	<b>952,450.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>952,450.00</b>
<b>COMMUNITY DEVELOPMENT</b>									
Personal Service	179,850.00		700.00						180,550.00
Contractual Services	105,800.00		25,000.00						130,800.00
Supply & Materials	3,750.00								3,750.00
Capital Outlay	-								-
<b>Total Community Development</b>	<b>289,400.00</b>	<b>-</b>	<b>25,700.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>315,100.00</b>
<b>RUBBISH COLLECTION</b>									
Contractual Services	1,700,000.00					-	-	-	1,700,000.00
<b>Total Rubbish Collection</b>	<b>1,700,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,700,000.00</b>

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance									
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Proposed Amendment July 19, 2022	Total 2022 Appropriations
<b>SERVICE BUILDING AND GROUNDS</b>									
Contractual Services	82,500.00								82,500.00
Supply & Materials	32,000.00								32,000.00
<b>Total Service Bldg. &amp; Grounds</b>	<u>114,500.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>114,500.00</u>
<b>MAYOR'S OFFICE</b>									
Personal Service	271,200.00		750.00						271,950.00
Contractual Services	32,200.00								32,200.00
Supply & Materials	3,100.00								3,100.00
Capital Outlay	800.00								800.00
<b>Total Mayor's Office</b>	<u>307,300.00</u>	<u>-</u>	<u>750.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>308,050.00</u>
<b>FINANCE DEPARTMENT</b>									
Personal Service	340,700.00		4,715.00	50,000.00	(6,250.00)				389,165.00
Contractual Services	140,250.00	1,000.00							141,250.00
Supply & Materials	2,500.00								2,500.00
Capital Outlay	2,500.00			5,000.00					7,500.00
<b>Total Finance Department</b>	<u>485,950.00</u>	<u>1,000.00</u>	<u>4,715.00</u>	<u>55,000.00</u>	<u>(6,250.00)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>540,415.00</u>
<b>LEGAL ADMINISTRATION</b>									
Personal Service	376,200.00		5,000.00						381,200.00
Contractual Services	137,300.00								137,300.00
Supply & Materials	10,000.00								10,000.00
Capital Outlay	-		2,500.00						2,500.00
<b>Total Legal Administration</b>	<u>523,500.00</u>	<u>-</u>	<u>7,500.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>531,000.00</u>
<b>ENGINEERING DEPARTMENT</b>									
Personal Service	103,050.00		700.00						103,750.00
Contractual Services	234,250.00				(500.00)				233,750.00
Supply & Materials	500.00				500.00				1,000.00
Capital Outlay	3,500.00								3,500.00
<b>Total Engineering</b>	<u>341,300.00</u>	<u>-</u>	<u>700.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>342,000.00</u>

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance									
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Proposed Amendment July 19, 2022	Total 2022 Appropriations
<b>LEGISLATIVE</b>									
Personal Service	343,500.00								343,500.00
Contractual Services	81,600.00								81,600.00
Supply & Materials	13,500.00								13,500.00
Capital Outlay	6,000.00								6,000.00
<b>Total Legislative Activity</b>	<b>444,600.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>444,600.00</b>
<b>MAYOR'S COURT</b>									
Personal Service	215,250.00								215,250.00
Contractual Services	44,200.00		9,275.00						53,475.00
Supply & Materials	1,100.00								1,100.00
<b>Total Mayor's Court</b>	<b>260,550.00</b>	<b>-</b>	<b>9,275.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>269,825.00</b>
<b>CIVIL SERVICE</b>									
Personal Service	5,050.00								5,050.00
Contractual Services	22,400.00						(200.00)		22,200.00
Supply & Materials	200.00						200.00		400.00
<b>Total Civil Service</b>	<b>27,650.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>27,650.00</b>
<b>CITY HALL BUILDING</b>									
Personal Service	245,650.00		700.00		(13,750.00)	(13,500.00)	(4,500.00)		214,600.00
Contractual Services	231,550.00					36,500.00			268,050.00
Supply & Materials	16,000.00		6,000.00						22,000.00
Capital Outlay	15,000.00	40,000.00							55,000.00
<b>Total City Hall Building</b>	<b>508,200.00</b>	<b>40,000.00</b>	<b>6,700.00</b>	<b>-</b>	<b>(13,750.00)</b>	<b>23,000.00</b>	<b>(4,500.00)</b>	<b>-</b>	<b>559,650.00</b>
<b>OTHER GENERAL GOVERNMENT</b>									
Personal Services	7,500.00								7,500.00
Supply & Materials	265,000.00	75,000.00		20,000.00					360,000.00
Transfers-Out	4,717,200.00	1,036,500.00		99,000.00			295,000.00		6,147,700.00
Advances-Out	-								-
<b>Total - Other General Government</b>	<b>4,989,700.00</b>	<b>1,111,500.00</b>	<b>-</b>	<b>119,000.00</b>	<b>-</b>	<b>-</b>	<b>295,000.00</b>	<b>-</b>	<b>6,515,200.00</b>
<b>TOTAL - GENERAL FUND</b>	<b>19,274,006.00</b>	<b>1,395,578.00</b>	<b>(3,187.43)</b>	<b>188,035.00</b>	<b>-</b>	<b># 60,141.08</b>	<b>335,000.00</b>	<b>-</b>	<b>21,249,572.65</b>
<b>ENFORCEMENT AND EDUCATIONAL FUND #205</b>									
Personal Service	15,000.00								15,000.00
Supply & Materials	6,000.00								6,000.00
<b>Total Enforcement &amp; Education Fund</b>	<b>21,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>21,000.00</b>

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance									
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Proposed Amendment July 19, 2022	Total 2022 Appropriations
<b>DRUG LAW ENFORCEMENT FUND #206</b>									
Supply & Materials	200.00								200.00
<b>Total Drug Law Enforcement Fund</b>	<u>200.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>200.00</u>
<b>POLICE FACILITY OPERATING FUND #207</b>									
Personal Service	985,000.00								985,000.00
Contractual Services	13,450.00	9,225.00							22,675.00
Supply & Materials	59,435.00	4,000.00							63,435.00
Capital Outlay	1,500.00								1,500.00
<b>Total Police Facility Operating Fund</b>	<u>1,059,385.00</u>	<u>13,225.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,072,610.00</u>
<b>LAW ENFORCEMENT TRUST FUND #208</b>									
Contractual Service	1,500.00								1,500.00
Supply & Materials	5,500.00								5,500.00
Capital Outlay	37,500.00								37,500.00
<b>Total Law Enforcement Trust Fund</b>	<u>44,500.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>44,500.00</u>
<b>EMERGENCY MEDICAL SERVICE LEVY FUND #209</b>									
Personal Service	3,404,000.00		14,275.00						3,418,275.00
Contractual Services	77,000.00		400.00						77,400.00
Supply & Materials	41,800.00		2,350.00						44,150.00
<b>Total EMS Levy Fund</b>	<u>3,522,800.00</u>	<u>-</u>	<u>17,025.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,539,825.00</u>
<b>MOTOR VEHICLE LICENSE FUND #210</b>									
Street Repair	225,000.00								225,000.00
<b>Total Motor Vehicle License Fund</b>	<u>225,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>225,000.00</u>
<b>STREET CONSTRUCTION, MAINTENANCE, &amp; REPAIR FUND #211</b>									
Signals & Signs									
Contractual Services	65,000.00								65,000.00
Supply & Materials	25,000.00								25,000.00
	<u>90,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>90,000.00</u>
Street Reconstruction									
Contractual Service	200,000.00				-				200,000.00
Capital Outlay	1,775,000.00	(475,000.00)			(68,615.00)				1,231,385.00
	<u>1,975,000.00</u>	<u>(475,000.00)</u>	<u>-</u>	<u>-</u>	<u>(68,615.00)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,431,385.00</u>

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance									
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Proposed Amendment July 19, 2022	Total 2022 Appropriations
Street Construction, Maintenance & Repair									
Personal Service	1,955,800.00								1,955,800.00
Contractual Services	126,350.00								126,350.00
Supply & Materials	521,800.00						150,000.00		671,800.00
Capital Outlay	432,400.00	475,000.00							907,400.00
Transfer Out	-				184,287.00				184,287.00
	<u>3,036,350.00</u>	<u>475,000.00</u>	<u>-</u>	<u>-</u>	<u>184,287.00</u>	<u>-</u>	<u>150,000.00</u>	<u>-</u>	<u>3,845,637.00</u>
Snow Removal									
Personal Service	45,550.00								45,550.00
Contractual Services	20,000.00								20,000.00
Supply & Materials	454,000.00								454,000.00
Capital Outlay	-								-
	<u>519,550.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>519,550.00</u>
<b>Total SCMR Fund</b>	<u><u>5,620,900.00</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>115,672.00</u></u>	<u><u>-</u></u>	<u><u>150,000.00</u></u>	<u><u>-</u></u>	<u><u>5,886,572.00</u></u>
<b>STATE HIGHWAY FUND #212</b>									
Traffic Signals & Marking									
Contractual Services	<u>25,000.00</u>	-	-	-	-	-	-	-	<u>25,000.00</u>
Street Maintenance & Repair									
Operating Supplies	<u>30,000.00</u>	-	-	-	-	-	-	-	<u>30,000.00</u>
Snow & Ice Removal									
Supply & Materials	<u>70,000.00</u>	-	-	-	-	-	-	-	<u>70,000.00</u>
<b>Total State Highway Fund</b>	<u><u>125,000.00</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>125,000.00</u></u>
<b>CITY INCOME TAX FUND #213</b>									
Contractual Services	<u>500,000.00</u>				-	-	-	-	<u>500,000.00</u>
<b>Total City Income Tax Fund</b>	<u><u>500,000.00</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>500,000.00</u></u>
<b>POLICE LEVY FUND #215</b>									
Personal Services	1,130,000.00		(100,000.00)						1,030,000.00
Contractual Services	2,000.00								2,000.00
Capital Outlay	<u>264,500.00</u>		124,720.00						<u>389,220.00</u>
<b>Total Police Levy Fund</b>	<u><u>1,396,500.00</u></u>	<u><u>-</u></u>	<u><u>24,720.00</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>1,421,220.00</u></u>

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance									
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Proposed Amendment July 19, 2022	Total 2022 Appropriations
<b>FIRE LEVY FUND #216</b>									
Personal Service	980,000.00								980,000.00
<b>Total Fire Levy Fund</b>	<u>980,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>980,000.00</u>
<b>RECYCLING GRANT FUND #217</b>									
Contractual Services	6,000.00								6,000.00
<b>Total Recycling Grant Fund</b>	<u>6,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,000.00</u>
<b>OFFICE ON AGING FUND #219</b>									
Personal Services	148,750.00					(26,450.00)			122,300.00
Contractual Services	48,250.00	7,500.00				7,800.00			63,550.00
Supply & Materials	11,550.00					(4,000.00)			7,550.00
Capital Outlay	800.00					22,650.00			23,450.00
<b>Total Office on Aging Fund</b>	<u>209,350.00</u>	<u>7,500.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>216,850.00</u>
<b>NOPEC GRANT FUND #221</b>									
Contractual Services	-						505.00		505.00
Capital Outlay	140,000.00	(50,000.00)		121,000.00			(505.00)		210,495.00
Advance Out	-			147,500.00					147,500.00
<b>Total NOPEC Grant Fund</b>	<u>140,000.00</u>	<u>(50,000.00)</u>	<u>-</u>	<u>268,500.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>358,500.00</u>
<b>COURT COMPUTER FUND #236</b>									
Contractual Services	5,000.00								5,000.00
Operating Supplies	5,000.00								5,000.00
Capital Outlay	-								-
<b>Total Court Computer Fund</b>	<u>10,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,000.00</u>
<b>COMMUNITY DIVERSION PROGRAM FUND #237</b>									
Personal Services	3,500.00								3,500.00
Contractual Services	2,000.00								2,000.00
Operating Supplies	450.00								450.00
Capital Outlay				2,500.00					2,500.00
<b>Total Community Diversion Program Fund</b>	<u>5,950.00</u>	<u>-</u>	<u>-</u>	<u>2,500.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,450.00</u>
<b>ENTERPTISE ZONE FUND #239</b>									
Contractual Services	38,800.00								38,800.00
<b>Total Enterprise Zone Fund</b>	<u>38,800.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>38,800.00</u>

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance									
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Proposed Amendment July 19, 2022	Total 2022 Appropriations
<b>YMCA SPECIAL REVENUE FUND #249</b>									
Transfers-Out	428,000.00								428,000.00
<b>Total YMCA Special Revenue Fund</b>	<u>428,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>428,000.00</u>
<b>LOCAL CORONAVIRUS RELIEF FUND #252</b>									
Personal Service	-	1,667.05							1,667.05
Operating Supplies	-	-							-
<b>Total Local Coronavirus Relief Fund</b>	<u>-</u>	<u>1,667.05</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,667.05</u>
<b>ARPA FEDERAL FUND #254</b>									
Personal Service	1,574,827.00	-	74,827.43	-					1,649,654.43
Contractual Services	-	-	-	250,000.00					250,000.00
Capital Outlay	-	-	-	-					-
<b>Total Local Coronavirus Relief Fund</b>	<u>1,574,827.00</u>	<u>-</u>	<u>74,827.43</u>	<u>250,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,899,654.43</u>
<b>ACCRUED BALANCES FUND #260</b>									
Personal Service	150,000.00				-				150,000.00
<b>Total Accrued Balances Fund</b>	<u>150,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>150,000.00</u>
<b>POLICE PENSION FUND #261</b>									
Personal Service	670,670.00					-	-	-	670,670.00
<b>Total Police Pension Fund</b>	<u>670,670.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>670,670.00</u>
<b>FIRE PENSION FUND #262</b>									
Personal Service	782,277.00					-	-	-	782,277.00
<b>Total Fire Pension Fund</b>	<u>782,277.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>782,277.00</u>
<b>GENERAL BOND RETIREMENT FUND #321</b>									
Contractual Services	15,000.00	(15,000.00)							-
Operating Supplies	-	15,000.00							15,000.00
Debt Service - Interest	580,000.00						(15,000.00)		565,000.00
Debt Service - Principal	1,405,000.00						160,000.00		1,565,000.00
<b>Total General Bond Retirement Fund</b>	<u>2,000,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>145,000.00</u>	<u>-</u>	<u>2,145,000.00</u>
<b>SPECIAL ASSESSMENT FUND #341</b>									
Contractual Service	2,000.00	(2,000.00)							-
Operating Supplies	-	2,000.00							2,000.00
Debt Service	125,000.00								125,000.00
<b>Total Special Assessment Fund</b>	<u>127,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>127,000.00</u>

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance									
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Proposed Amendment July 19, 2022	Total 2022 Appropriations
<b>SERVICE CAPITAL FUND #430</b>									
Capital Outlay	75,000.00	91,715.00							166,715.00
Debt Service	-								-
<b>Total Service Capital Fund</b>	<b>75,000.00</b>	<b>91,715.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>166,715.00</b>
<b>RECREATION CAPITAL IMPROVEMENT FUND #431</b>									
Contractual Services	6,000.00	50,500.00					4,500.00	4,000.00	65,000.00
Capital Outlay	-	911,000.00			33,000.00				944,000.00
<b>Total Rec Capital Improvement Fund</b>	<b>6,000.00</b>	<b>961,500.00</b>	<b>-</b>	<b>-</b>	<b>33,000.00</b>	<b>-</b>	<b>4,500.00</b>	<b>4,000.00</b>	<b>1,009,000.00</b>
<b>FUTURE CAPITAL IMPROVEMENT FUND #432</b>									
Professional Services	-								-
Capital Outlay	-								-
Transfers-Out	209,837.00								209,837.00
<b>Total Future Capital Improvement Fund</b>	<b>209,837.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>209,837.00</b>
<b>STORM AND SEWER DRAINAGE FUND #433</b>									
Contractual Services	62,000.00								62,000.00
Capital Outlay	-						45,000.00	58,100.00	103,100.00
<b>Total Storm &amp; Sewer Drainage Fund</b>	<b>62,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>45,000.00</b>	<b>58,100.00</b>	<b>165,100.00</b>
<b>FIRE CAPITAL IMPROVEMENT FUND #434</b>									
Contractual Service	37,000.00								37,000.00
Operating Supplies	1,000.00								1,000.00
Capital Outlay	131,000.00								131,000.00
Debt Service	107,813.00								107,813.00
Transfer Out	235,838.00								235,838.00
Advance Out	-								-
<b>Total Fire Capital Improvement Fund</b>	<b>512,651.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>512,651.00</b>
<b>YMCA CAPITAL RESERVE FUND #437</b>									
Contractual Services	30,000.00								30,000.00
Capital Outlay	-					30,000.00			30,000.00
<b>Total YMCA Capital Imp Fund</b>	<b>30,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>30,000.00</b>	<b>-</b>	<b>-</b>	<b>60,000.00</b>

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance									
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Proposed Amendment July 19, 2022	Total 2022 Appropriations
<b>EXCESSIVE LOAD FUND #444</b>									
Contractual Services	-								-
Capital Outlay	-			-					-
<b>Total Wallings Road Fund</b>	-	-	-	-	-	-	-	-	-
<b>WATER MAIN FUND #445</b>									
Contractual Services	15,000.00								15,000.00
Operating Supplies	-								-
Capital Outlay	-								-
<b>Total Water Main Fund</b>	15,000.00	-	-	-	-	-	-	-	15,000.00
<b>YMCA CAPITAL IMPROVEMENT FUND #449</b>									
Contractual Services	-				-	-	-	-	-
<b>Total YMCA Capital Imp Fund</b>	-	-	-	-	-	-	-	-	-
<b>ISSUE 1 - SPRAGUE ROAD FUND #451</b>									
Transfer Out	17,887.00								17,887.00
<b>Total Issue 1 - Sprague Rd. Fund</b>	17,887.00	-	-	-	-	-	-	-	17,887.00
<b>ENERGY CONSERVATION PROJECT CAPITAL FUND #463</b>									
Capital Outlay	-					2,740.61			2,740.61
<b>Total Energy Conservation Project Capital Fund</b>	-	-	-	-	-	2,740.61	-	-	2,740.61
<b>TRADITIONS AT ROYALTON PLACE TIF #465</b>									
Capital Outlay	250,000.00								250,000.00
<b>Total Traditions at Royalton Place TIF#465</b>	250,000.00	-	-	-	-	-	-	-	250,000.00
<b>WASTEWATER TREATMENT FUND #551</b>									
Sanitary Sewer Treatment									
Personal Services	1,332,500.00		43,395.00						1,375,895.00
Contractual Services	2,706,700.00	3,500.00	75,000.00	2,717,876.00					5,503,076.00
Supply & Materials	475,300.00								475,300.00
Capital Outlay	450,000.00								450,000.00
Advance Out	-								-
<b>Total Wastewater Treatment Fund</b>	4,964,500.00	3,500.00	118,395.00	2,717,876.00	-	-	-	-	7,804,271.00

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance									
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Proposed Amendment July 19, 2022	Total 2022 Appropriations
<b>WASTEWATER MAINTENANCE FUND #552</b>									
Storm Sewer & Drainage Maintenance									
Personal Service	710,500.00		24,671.00						735,171.00
Contractual Services	444,600.00								444,600.00
Supply & Materials	189,500.00								189,500.00
Capital Outlay	640,000.00								640,000.00
<b>Total Stormwater &amp; Drainage</b>	<b>1,984,600.00</b>	<b>-</b>	<b>24,671.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,009,271.00</b>
Wastewater Maintenance									
Personal Service	972,600.00								972,600.00
Contractual Services	377,200.00				(100,000.00)				277,200.00
Supply & Materials	327,200.00				100,000.00				427,200.00
Capital Outlay	203,000.00								203,000.00
<b>Total Wastewater Maintenance</b>	<b>1,880,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,880,000.00</b>
<b>Total WW Maintenance Fund</b>	<b>3,864,600.00</b>	<b>-</b>	<b>24,671.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,889,271.00</b>
<b>WASTEWATER DEBT SERVICE FUND #553</b>									
Debt Service	1,165,800.00						105,000.00		1,270,800.00
<b>Total WW Debt Service Fund</b>	<b>1,165,800.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>105,000.00</b>	<b>-</b>	<b>1,270,800.00</b>
<b>WASTEWATER REPAIR AND REPLACEMENT FUND #555</b>									
Capital Outlay	-						115,000.00		115,000.00
Transfers-Out	-	-							-
<b>Total WW Repair &amp; Replacem't</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>115,000.00</b>	<b>-</b>	<b>115,000.00</b>
<b>OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710</b>									
Personal Services	-								-
Contractual Service	-								-
Other Operating	-								-
Transfer-Out									-
<b>Total OGBC Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>IMPROVEMENT HOLDING FUND #763</b>									
Refunds	10,000.00		75,000.00						85,000.00
<b>Total Improvement Holding Fund</b>	<b>10,000.00</b>	<b>-</b>	<b>75,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>85,000.00</b>

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance									
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Proposed Amendment July 19, 2022	Total 2022 Appropriations
<b>OHIO BOARD OF BUILDING STANDARDS FUND #764</b>									
Other	3,000.00						21,000.00		24,000.00
<b>Total OBBS Fund</b>	<b>3,000.00</b>	-	-	-	-	-	<b>21,000.00</b>	-	<b>24,000.00</b>
<b>BUILDING CONSTRUCTION BOND FUND #766</b>									
Other	70,000.00				80,000.00		60,036.00		210,036.00
Transfer Out					5,000.00				5,000.00
<b>Total Bldg. Construction Bond Fund</b>	<b>70,000.00</b>	-	-	-	<b>85,000.00</b>	-	<b>60,036.00</b>	-	<b>215,036.00</b>
<b>OFFICE ON AGING DEPOSITS FUND #768</b>									
Other	500.00								500.00
<b>Total Office on Aging Deposits Fund</b>	<b>500.00</b>	-	-	-	-	-	-	-	<b>500.00</b>
<b>UNCLAIMED FUNDS #769</b>									
Other	500.00								500.00
<b>Total Unclaimed Funds</b>	<b>500.00</b>	-	-	-	-	-	-	-	<b>500.00</b>
<b>FUND TOTALS</b>	<b>50,169,440.00</b>	<b>2,424,685.05</b>	<b>331,451.00</b>	<b>3,426,911.00</b>	<b>233,672.00</b>	<b># 92,881.69</b>	<b>980,536.00</b>	<b>62,100.00</b>	<b>57,721,676.74</b>

AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 7 POLICE DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS: In an effort to better serve the community, the Administration has proposed the restructuring of various departments to ensure that they are functioning as efficiently as possible; and

WHEREAS: It is therefore necessary to amend Ordinance 10-103 to allow for these changes; 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. Council hereby amends Ordinance No. 10-103, Staffing and Classification Plan, Section 7 Police Department, which shall hereinafter read as follows:

Section 7. The **Police Department** may employ and be staffed by employees classified in the following classifications providing that there shall be no greater number of employees employed in any one classification than specified herein.

<u>CLASSIFICATION (Job Title)</u>		<u>MAXIMUM NO. OF EMPLOYEES</u>	
1)	Chief of Police	One	(1)
2)	Captain	None	(0)
3)	Lieutenant	Two	(2)
4)	Sergeant	Five	(5)
5)	Patrolman	Thirty Two	(32)
6)	Office Manager/Confidential Secretary to Chief effective January 1, 2022	One	(1)
7)	Admin. Secretary/Clerical/Jail Custodian	Two	(2)
8)	Senior Animal Control Officer (Full time)	One	(1)
9)	Part-time Animal Warden	Two	(2)
10)	Record Room Clerk (full time)	One	(1)
11)	Jr. Record Room Clerk	One	(1)
12)	Reserve Police Officers	Twenty Five	(25)
13)	Maintenance	One	(1)
14)	Lead Corrections Officer (full time)	One	(1)
15)	Corrections Officer (full time)	Nine	(9)
16)	Corrections Officer (part time)	Thirteen	(13)
17)	I.T. Systems Administrator-LAN Manager/I.T. Director	One	(1)
18)	Clerical II (part time)	Sixteen	(16)
19)	Clerical III (full time)	<del>Three (3)</del>	<b>Four (4)</b>
20)	I.T. Systems Network Technician	One	(1)
21)	School Resource Officer (SRO) (part time)	One	(1)

Section 2. Ordinance No. 10-103 is amended as provided for herein and all other provisions of Ordinance No. 10-103 shall remain in full force and effect.

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

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that Council and the Administration have determined that it is immediately necessary to provide for these staffing changes in the various departments of the City of North Royalton.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 22-121

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

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CITY OF BRECKSVILLE 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-Brecksville seeks to lease one (1) jail cell bed commencing July 1,2022 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 Brecksville.

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 Brecksville for the exclusive right to the possession of one (1) jail cell bed commencing July 1, 2022 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 Brecksville 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:

EXHIBIT "A"

## 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 Brecksville, 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.

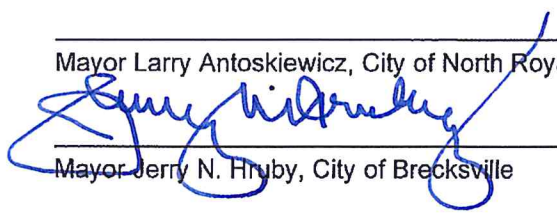
Now therefore the parties agree as follows:

- 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) Brecksville 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

\_\_\_\_\_  
Date


  
\_\_\_\_\_  
Mayor Jerry N. Hruby, City of Brecksville

7.5.2022  
\_\_\_\_\_  
Date

Approved as to form: \_\_\_\_\_

Thomas A. Kelly, Law Director  
City of North Royalton

Approved as to form: \_\_\_\_\_

  
\_\_\_\_\_  
David J. Matty, Law Director  
City of Brecksville

ORDINANCE NO. 22-122

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

AN ORDINANCE AMENDING ORDINANCE 21-133, BY INCREASING THE AMOUNT AUTHORIZED TO THE S.E.T. INC. FOR THE PINESTREAM SUBDIVISION STORM SEWER IMPROVEMENTS PROJECT DUE TO ADDITIONAL NECESSARY CONCRETE AND LANDSCAPING FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$13,200.81, AND DECLARING AN EMERGENCY

WHEREAS: Council accepted the proposal of S.E.T. Inc. for the Pinestream Subdivision Storm Sewer Improvements project; and

WHEREAS: It has become necessary to authorize additional funds due to necessary additional concrete and landscaping; and

WHEREAS: Council desires to amend Ordinance 21-133 to provide for an additional amount not to exceed \$13,200.81.

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 amends Ordinance 21-133 providing for an additional amount to be paid to S.E.T. Inc. for the Pinestream Subdivision Storm Sewer Improvements project in an amount not to exceed \$13,200.81 due to additional necessary concrete and landscaping.

Section 2. The Finance Director is hereby authorized and directed to provide for this additional expenditure.

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 to amend Ordinance 21-133, as amended providing for an additional amount to be paid to S.E.T. Inc. for the Pinestream Subdivision Storm Sewer Improvements project in an amount not to exceed \$13,200.81 due to additional necessary concrete and landscaping.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**Quality Control Inspection, Inc.**

9500 Midwest Avenue, Garfield Heights, Ohio 44125

Telephone 440-359-1900 Fax 440-359-1935

*Engineering support services. Quality on the job.*



July 7, 2022

**VIA HAND DELIVERY**

Mr. Justin Haselton P.E.  
CT Consultants, Inc.  
North Point Tower  
1001 Lakeside Avenue. E, Suite 1005  
Cleveland, Ohio 44114

Re: Pinestream Storm Sewer Improvements/City of North Royalton

Dear Mr. Haselton

Attached please find S.E.T., Inc.'s Payment Request #2-FINAL together with our Construction Progress Payment Application and Estimate Worksheet for the above-referenced project.

Based on the above, Quality Control Inspection, Inc. takes no exception to the figures as presented. As always, we recommend that you review this data and make any necessary adjustments.

If you have any questions or require additional information, please contact me at your earliest convenience.

Sincerely,

Todd Toaz  
Contract Administrator

THT

Enclosures

C: Jeff Susany, S.E.T., Inc.  
Dan Korschak, CT Consultants, Inc.  
D:\QCI\Client\North Royalton, City of\Pinestream Storm Sewer Project\\_Capital Template\Estimates\Pay App 2\CT Pay App Ltr..doc



235 East Water Street • Lowellville, OH 44436-1273  
Phone 330.536.6724 • Fax 330.536.8274  
www.setinc.biz

7/7/2022

Todd Toaz  
QCI Group™  
9500 Midwest Avenue  
Garfield, Ohio 44125

RE: Pinestream Storm Sewer Improvement

Subject: Payment Application #2 - FINAL

Mr. Toaz,

Please find below a breakdown of Pay Request #2:

Item Number	DESCRIPTION	UNIT PRICE	QTY COMPLETE THIS PERIOD	COST COMPLETE TO DATE
1	(202) HEADWALL REMOVED	\$ 500.00	0	\$ 500.00
2	(202) PIPE REMOVED, OVER 24"	\$ 10.00	0	\$ 2,205.00
3	(SPC) REMOVAL MISC.: MISC. SITE ITEMS REMOVED, STORED, AND REPLACED	\$ 11,404.00	0	\$ 11,404.00
4	(203) EMBANKMENT	\$ 30.00	125	\$ 3,750.00
5	(304) AGGREGATE BASE	\$ 68.00	0	\$ 2,678.52
6	(451) 7" INCH REINFORCED CONCRETE PAVEMENT	\$ 209.00	14.36	\$ 52,459.00
7	(511) CLASS QC1 CONCRETE, HEADWALL	\$ 1,620.00	0	\$ 25,968.60
8	(601) ROCK CHANNEL PROTECTION, TYPE A WITH FILTER	\$ 157.00	0	\$ 1,604.54
9	(601) ROCK CHANNEL PROTECTION, TYPE B WITH FILTER	\$ 139.00	0	\$ 5,401.54
10	(608) 4 INCH CONCRETE WALK	\$ 22.00	185.23	\$ 10,859.20
11	(609) CURB, TYPE 6	\$ 70.00	0	\$ 4,970.00
12	(611) 15" CONDUIT, TYPE B	\$ 99.00	0	\$ 17,028.00
13	(611) 30" CONDUIT, TYPE B	\$ 366.00	0	\$ 74,905.56
14	(611) 42" CONDUIT, TYPE B	\$ 328.00	0	\$ 114,472.00
15	(611) 48 INCH STORM MANHOLE, AS PER PLAN	\$ 3,312.00	0	\$ 3,312.00
16	(611) 60 INCH STORM MANHOLE, AS PER PLAN	\$ 9,010.00	0	\$ 18,020.00
17	(611) 72 INCH STORM MANHOLE, AS PER	\$ 11,500.00	0	\$ 23,000.00

	PLAN			
18	(623) CONSTRUCTION LAYOUT STAKES AND SURVEYING	\$ 4,620.00	0	\$ 4,620.00
19	(638) 8" WATER MAIN DUCTILE IRON PIPE CLASS 52	\$ 523.00	0	\$ 7,583.50
20	(638) 16" STEEL PIPE ENCASEMENT, OPEN CUT	\$ 145.00	0	\$ -
21	(638) 8" GATE VALVE AND VALVE BOX	\$ 1,753.00	0	\$ -
22	(638) 8" CUTTING IN SLEEVE	\$ 795.00	0	\$ -
23	(659) SEEDING & MULCHING	\$ 16.00	0	\$ 21,247.36
24	(690) GEOTEXTILE FABRIC, 712.09 TYPE C	\$ 14.00	0	\$ 476.00
25	(838) GABIONS	\$ 616.00	0	\$ 2,464.00
26	(SPC) MOBILIZATION, MOT, EROSION CONTROL, BONDS, INSURANCE	\$ 23,771.00	0	\$ 23,771.00
27	(SPC) CONTINGENCY/DISCRETIONARY ALLOWANCE	\$ 20,000.00	0	\$ -
EX-5A	1" GAS LINE CONFLICT	\$ 1156.46	1	\$ 1,156.46
EX-2	15" SEWER GRATE	\$ 177.33	0	\$ 177.33
EX-3	72" DIA X 16" TALL MANHOLE RISER	\$ 432.40	0	\$ 432.40
EX-4	48" BY 16" TALL MANHOLE RISER	\$ 134.55	0	\$ 134.55
EX-5	ADDITIONAL COST DUE TO 1" GAS SERVICE CONFLICT	\$ 619.83	0	\$ 619.83
EX-6	ADDITIONAL TIME TO INVESTIGATE UNKNOWN 8" PVC PIPE	\$ 1,017.48	0	\$ 1,017.48
EX-9	EXPLORATORY EXC 5230, 5240	\$ 1610.46	1	\$ 1,610.46
EX-10	REMOVE 75' OF ELECTRIC CONDUIT	\$ 839.18	1	\$ 839.18
EX-11	CITY OF CLEVELAND CHARGE LETTER	\$ 1,840.00	0	\$ 1,840.00
EX-12	TIE IN 6" FOOTER DRAIN	\$ 699.20	0	\$ 699.20
EX-13	RECONNECT 2 EA - 4" CONNECTIONS	\$ 639.33	0	\$ 639.33
EX-14	RE-INSTALL 75' OF ELECTRIC CONDUIT	\$ 738.57	1	\$ 738.57
EX-11A	8% MARKUP ON CWD CHARGE LETTER	\$ 147.20	1	\$ 147.20

1. Total Amount Earned to Date \$442,751.81  
2. Less Previous Amount Paid \$427,433.64

**Total Payment Due \$15,318.17**

Thank You,

Jeff Susany

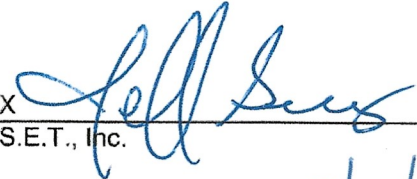
## CONSTRUCTION PROGRESS PAYMENT APPLICATION #2-FINAL

<b>PROJECT:</b>	Pinestream Storm Sewer Improv.	<b>QCI PROJECT No.</b>	82-2022-1888
<b>OWNER:</b>	City of North Royalton		July 5, 2022
<b>CONTRACTOR:</b>	S.E.T., Inc.	<b>Report:</b>	2-FINAL
<b>ORIG. CONT. AMT. :</b>	<b>\$429,551.00</b>	<b>Contract Period:</b>	
<b>C.O. 1</b>	<b>\$13,200.81</b>		
<b>ADJ. CONT. AMT.</b>	<b>\$442,751.81</b>	<b>Estimate Period:</b>	
		<b>From:</b>	4/28/2022
		<b>To:</b>	6/21/2022

### RECOMMENDED PAYMENT:

1	<b>Total Amount Earned</b> (see attached tabulation)		<b>\$442,751.81</b>
2	Less Retainage (8%)		
3	Less Inspection to Date		
4	Less Previous Amount To Be Paid	\$427,433.64	
5	<b>AMOUNT TO BE PAID</b>		<b>\$15,318.17</b>

### APPLICATION SUBMITTED BY

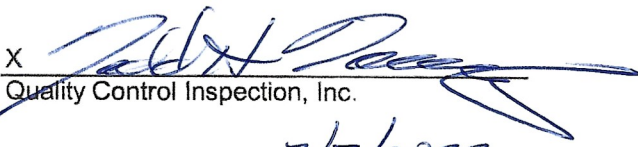
X   
S.E.T., Inc.  
07/07/2022  
Date

### PAYMENT APPROVED BY ENGINEER

X  
Approved By: / Title  
X  
Attested By: / Title  
Date

### APPROVAL RECOMMENDED BY

Remarks:

X   
Quality Control Inspection, Inc.  
7/7/2022  
Date



Quality Control Inspection, Inc.  
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Page Number: 1 of 3

## Estimate Worksheet

Project Pinestream Storm Sewer Improvements

Inspecting For City of North Royalton

Estimate # 2

Period 04/28/2022 to 06/21/2022

## Bid Items

Item Num	Description	Bid Quantity	Unit Price	Comp. This Period (Qty)	Comp. To Date (Qty)	Comp. To Date (Cost)	Comp. To Date (%)
1	(202) Headwall Removed	1 EACH	\$500.00	0	1	\$500.00	100.00 %
2	(202) Pipe Removed, Over 24 Inch	210 FT	\$10.00	0	220.5	\$2,205.00	105.00 %
3	(SPC) Removal Misc.: Misc. Site Items Removed, Stored, and Replaced	1 LS	\$11,404.00	0	1	\$11,404.00	100.00 %
4	(203) Embankment	125 CY	\$30.00	125	125	\$3,750.00	100.00 %
5	(304) Aggregate Base	40 CY	\$68.00	0	39.39	\$2,678.52	98.48 %
6	(451) 7 Inch Reinforced Concrete Pavement	155 SY	\$209.00	14.36	251	\$52,459.00	161.94 %
7	(511) Class QC1 Concrete, Headwall	16 CY	\$1,620.00	0	16.03	\$25,968.60	100.19 %
8	(601) Rock Channel Protection, Type A with Filter	8 CY	\$157.00	0	10.22	\$1,604.54	127.75 %
9	(601) Rock Channel Protection, Type B with Filter	18 CY	\$139.00	0	38.86	\$5,401.54	215.89 %
10	(608) 4 Inch Concrete Walk	210 SF	\$22.00	185.23	493.6	\$10,859.20	235.05 %
11	(609) Curb, Type 6	70 FT	\$70.00	0	71	\$4,970.00	101.43 %
12	(611) 15" Conduit, Type B	142 FT	\$99.00	0	172	\$17,028.00	121.13 %
13	(611) 30" Conduit, Type B	217 FT	\$366.00	0	204.66	\$74,905.56	94.31 %
14	(611) 42" Conduit, Type B	343 FT	\$328.00	0	349	\$114,472.00	101.75 %
15	(611) 48 Inch Storm Manhole, As Per Plan	1 EACH	\$3,312.00	0	1	\$3,312.00	100.00 %

Prime Contractor

S.E.T., Inc.

RPR Signature

*[Signature]*

Date

7/7/2022

Contractor Representative

*[Signature]*

Date

07/07/2022

Engineer Signature

*[Signature]*

Date



Quality Control Inspection, Inc.  
Beginning upon service. Quality on the job.

Page Number: 2 of 3

## Estimate Worksheet

Project Pinestream Storm Sewer Improvements

Estimate # 2

Inspecting For City of North Royaltown

Period 04/28/2022 to 06/21/2022

Item Num	Description	Bid Quantity	Unit Price	Comp. This Period (Qty)	Comp. To Date (Qty)	Comp. To Date (Cost)	Comp. To Date (%)
16	(611) 60 Inch Storm Manhole, As Per Plan	2 EACH	\$9,010.00	0	2	\$18,020.00	100.00 %
17	(611) 72 Inch Storm Manhole, As Per Plan	2 EACH	\$11,500.00	0	2	\$23,000.00	100.00 %
18	(623) Construction Layout Stakes and Surveying	1 LS	\$4,620.00	0	1	\$4,620.00	100.00 %
19	(638) 8 Inch Water Main Ductile Iron Pipe Ansi Class 52, Push-On Joints and Push-On Fittings	40 FT	\$523.00	0	14.5	\$7,583.50	36.25 %
20	(638) 16 Inch Steel Pipe Encasement, Open Cut	26 FT	\$145.00	0	0	\$0.00	0.00 %
21	(638) 8 Inch Gate Valve and Valve Box	1 EACH	\$1,753.00	0	0	\$0.00	0.00 %
22	(638) 8 Inch Cutting-In Sleeve	2 EACH	\$795.00	0	0	\$0.00	0.00 %
23	(659) Seeding and Mulching	465 SY	\$16.00	0	1327.96	\$21,247.36	285.58 %
24	(690) Geotextile Fabric, 712.09 Type C	60 SY	\$14.00	0	34	\$476.00	56.67 %
25	(838) Gabions	4 CY	\$616.00	0	4	\$2,464.00	100.00 %
26	(SPC) Mobilization, Maintaining Traffic, Erosion Control, Bonds and Insurances and Other Overhead Items, As Per Plan	1 LS	\$23,771.00	0	1	\$23,771.00	100.00 %
27	(SPC) Contingency/Discretionary Allowance	1 LS	\$20,000.00	0	0	\$0.00	0.00 %
EX5A	1" gas line conflict additional approved cost	1 LUMP	\$1,156.46	1	1	\$1,156.46	100.00 %
EX-2	15" Sewer Grate	1 EACH	\$177.33	0	1	\$177.33	100.00 %
EX-3	72" diameter by 16" high manhole riser	1 EACH	\$432.40	0	1	\$432.40	100.00 %

Prime Contractor S.E.T., Inc.

RPR Signature

Date

Contractor Representative

Date

Engineer Signature

Date



Quality Control Inspection, Inc.  
Engineering support services. Quality on the job.

Page Number: 3 of 3

### Estimate Worksheet

Project Pinestream Storm Sewer Improvements

Estimate # 2

Inspecting For City of North Royaltan

Period 04/28/2022 to 06/21/2022

Item Num	Description	Bid Quantity	Unit Price	Comp. This Period (Qty)	Comp. To Date (Qty)	Comp. To Date (Cost)	Comp. To Date (%)
EX-4	48" by 16" high manhole riser	1 EACH	\$134.55	0	1	\$134.55	100.00 %
EX-5	Additional Cost Due to 1" Gas Service Conflict	1 LUMP	\$619.83	0	1	\$619.83	100.00 %
EX-6	Additional Time To Investigate Unknown 8" PVC Pipe	1 LUMP	\$1,017.48	0	1	\$1,017.48	100.00 %
EX-9	Exploratory Excavation at 5230 & 5240 Waterbridge	1 LUMP	\$1,610.46	1	1	\$1,610.46	100.00 %
EX-10	Remove 75' of Electric Conduit	1 LUMP	\$839.18	1	1	\$839.18	100.00 %
EX-11	City of Cleveland Charge Letter	1 LUMP	\$1,840.00	0	1	\$1,840.00	100.00 %
EX-12	Tie in 6" footer Drain	1 LUMP	\$699.20	0	1	\$699.20	100.00 %
EX-13	Reconnect 2-4" Connections Encountered	1 LUMP	\$639.33	0	1	\$639.33	100.00 %
EX-14	Re-Install 75' of Electric Conduit	1 LUMP	\$738.57	1	1	\$738.57	100.00 %
EX-11A	8% Markup on CWD Charge Letter	1 LUMP	\$147.20	1	1	\$147.20	100.00 %
Extended Total						\$442,751.81	

Prime Contractor

S.E.T. Inc.

RPR Signature

*[Signature]*

Date

7/7/2022

Contractor Representative

*[Signature]*

Date

07/01/2022

Engineer Signature

*[Signature]*

Date

7/7/2022

ORDINANCE NO. 22-123

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

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BY AND BETWEEN NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF NORTH ROYALTON FOR THE SANITARY FORCE MAIN LOWERING, AND DECLARING AN EMERGENCY

- WHEREAS: The District, pursuant to the authority of Ohio Revised Code Chapter 6119, and Title V Stormwater Management Code of the District's Code of Regulations ("Title V") is authorized to provide overall Stormwater Management of the Regional Stormwater System, including planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to member communities; and
- WHEREAS: The City and the District entered into a Regional Stormwater Management Program Service Agreement dated October 1, 2015 (the "RSMP Service Agreement"); and
- WHEREAS: Chippewa Creek is located on the Regional Stormwater System, as such term is defined in Title V; and
- WHEREAS: The District's Cuyahoga River South Stormwater Master Plan identified "Problem Area CCPA09" in Chippewa Creek subwatershed; and
- WHEREAS: The District is performing the design for certain improvements necessary to increase stormwater detention capacity within the Valley Lane Basin and conveyance throughout the project area to reduce flooding all in furtherance of the District's Regional Stormwater Management Program; and
- WHEREAS: The City owns a sanitary force main within the footprint of the Valley Lane Basin, which limits the District's ability to gain the necessary stormwater storage, and
- WHEREAS: The lowering of the force main within the Valley Lane Basin is an appropriate solution for both parties to increase the stormwater function in the basin in furtherance of the goals of the District's Regional Stormwater Management Program, while maintaining sanitary sewage flow to the pump station; and
- WHEREAS: Due to timing constraints, the City has proposed to perform the force main lowering within the basin (the "Project") prior to the District's Chippewa Creek Flood Reduction Project Near Echo Lane Project (1575) and the District has agreed to reimburse the City for half of the costs related to the construction of the Project, up to an amount not-to-exceed \$45,000.00; and
- WHEREAS: The District is authorized to reimburse the City toward the cost of the Project, generally, under Ohio Revised Code Section 6119.09, and specifically, under Ohio Revised Code Section 6119.06(G) to contract with any political subdivision to construct, reconstruct, enlarge, improve, maintain, repair, and operate Water Resource Projects; and under Ohio Revised Code Section 6119.09 to enter into agreements with political subdivisions for the effective cooperative action and safeguarding of the respective interests of the parties for the construction and funding of projects by one or more of the parties; and is authorized under Ohio Revised Code Section 6119.06 (O) to make and enter into all contracts and agreements and execute all instruments necessary or incidental to the performance of its duties and the execution of its powers under Chapter 6119 of the Ohio Revised Code.
- WHEREAS: Council desires to authorize the Mayor to execute said agreement.

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

Section 1. Council hereby authorizes the Mayor to execute an agreement by and between Northeast Ohio Regional Sewer District and City of North Royalton for the Sanitary Force Main Lowering 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 execute the agreement by and between Northeast Ohio Regional Sewer District and City of North Royalton for Sanitary Force Main Lowering avoid conflicts in the design and implementation of the project and insure consistency in the common initiative.

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:

**Stormwater Project Agreement**  
**between**  
**Northeast Ohio Regional Sewer District**  
**and**  
**City of North Royalton**  
**for**  
**Sanitary Force Main Lowering in Preparation for Chippewa Creek Flood**  
**Reduction Project Near Echo Lane**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2022, between the Northeast Ohio Regional Sewer District (“District”), a regional sewer district organized and existing as a political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, and the City of North Royalton (“City”), pursuant to the authority of City Council Ordinance No. \_\_\_\_, passed \_\_\_\_\_ (Exhibit “A”).

**RECITALS:**

WHEREAS, the District, pursuant to the authority of Ohio Revised Code Chapter 6119, and Title V Stormwater Management Code of the District’s Code of Regulations (“Title V”) is authorized to provide overall Stormwater Management of the Regional Stormwater System, including planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to member communities; and

WHEREAS, the City and the District entered into a Regional Stormwater Management Program Service Agreement dated October 1, 2015 (the “RSMP Service Agreement”); and

WHEREAS, Chippewa Creek is located on the Regional Stormwater System, as such term is defined in Title V; and

WHEREAS, the District’s Cuyahoga River South Stormwater Master Plan identified “Problem Area CCPA09” in Chippewa Creek subwatershed; and

WHEREAS, the District is performing the design for certain improvements necessary to increase stormwater detention capacity within the Valley Lane Basin and conveyance throughout the project area to reduce flooding all in furtherance of the District’s Regional Stormwater Management Program; and

WHEREAS, the City owns a sanitary force main within the footprint of the Valley Lane Basin, which limits the District’s ability to gain the necessary stormwater storage, and

WHEREAS, the lowering of the force main within the Valley Lane Basin is an appropriate solution for both parties to increase the stormwater function in the basin in furtherance of the goals of the District’s Regional Stormwater Management Program, while maintaining sanitary sewage flow to the pump station; and

WHEREAS, due to timing constraints, the City has proposed to perform the force main lowering within the basin (the “Project”) prior to the District’s Chippewa Creek Flood Reduction Project Near Echo Lane Project (1575) and the District has agreed to reimburse the City for half of the costs related to the construction of the Project, up to an amount not-to-exceed \$45,000.00; and

WHEREAS, the District is authorized to reimburse the City toward the cost of the Project, generally, under Ohio Revised Code Section 6119.09, and specifically, under Ohio Revised Code Section 6119.06(G) to contract with any political subdivision to construct, reconstruct, enlarge, improve, maintain, repair, and operate Water Resource Projects; and under Ohio Revised Code Section 6119.09 to enter into agreements with political subdivisions for the effective cooperative action and safeguarding of the respective interests of the parties for the construction and funding of projects by one or more of the parties; and is authorized under Ohio Revised Code Section 6119.06 (O) to make and enter into all contracts and agreements and execute all instruments necessary or incidental to the performance of its duties and the execution of its powers under Chapter 6119 of the Ohio Revised Code.

Now, therefore, in consideration of the foregoing, the District and the City agree to enter into this Agreement for the continued benefit of the Regional Stormwater System, as set forth below.

**ARTICLE 1. CITY OF NORTH ROYALTON**

1.1 Performance of the Project. The City shall be responsible for construction of the Project as detailed in the engineering plans, which have been reviewed and deemed congruent with the future redesign of the Valley Lane Basin.

1.1.1 Easements and Other Real Estate Interests. The City shall be responsible for acquiring, at the City's cost, all temporary access and permanent easements, and other real estate interests necessary to perform the Project and to perform long-term maintenance of the force main.

1.1.2 Compliance with Laws and Regulations. The City shall comply with all applicable local, state, and federal laws, rules, regulations, and

requirements in performing the Project. The City shall apply for and be responsible for all costs associated with any permits, including required mitigation, necessary to comply with the above. The City shall submit any permit applications to the District for review prior to making such application.

1.1.3 Construction. The City shall provide notification to the District at least seven (7) business days prior to the start of the Project construction and include District staff in the construction kick-off meeting as well as milestone construction meetings. The City shall install the Project in accordance with the District-approved plans and drawings and provide on-site construction inspection and oversight.

1.1.4 Project Coordination. The City shall coordinate with the District's representatives during all critical stages and milestones of the construction to allow sufficient time for the District to review and provide comments related to inspection of the construction work. Upon completion of the Project, the City shall provide copies of as-built drawings, including detailed horizontal and vertical location of the new force main, of the Project to the District.

1.1.5 Modifications to Project Components. The City shall submit written requests for District approval to modify the budget, deadline(s), deliverables, or other components of the Project to the District at least thirty (30) business days prior to the desired date of execution of such modification.

1.1.6 Reimbursement Requests. The City shall provide requests for reimbursement to the District no more than monthly. All reimbursement requests must include a Progress Report and Reimbursement Request (Exhibit "B").

1.1.6.1 Utilization of District Funds. The City shall use 100% of the District Funds for activities and/or expenses related to the Construction of the Project, as approved by the District. Any other use of District-provided funding shall require prior written approval by the District.

1.1.7 Prevailing Wages. The City shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the Project, and shall ensure compliance with any prevailing wage requirements in said Chapter.

1.1.8 Project Schedule. The City shall complete the Project in accordance with a Project schedule developed by the City and approved by the District. The Project duration for construction shall not exceed 1-year from the Effective Date of this Agreement.

1.1.9 Warranty Period. The City's construction agreement shall require the contractor to provide a one (1) year warranty period that commences upon substantial completion of each of the Project construction ("Warranty Period"). At the completion of the Warranty Period, the City shall provide the District with a final warranty inspection report including how all warranty items were addressed.

1.2 Public Participation, Outreach, and Signage. The City shall acknowledge the District in presentations or publications related to the Project. The City shall lead, and the District will assist, development of a public notification plan to inform the public of the Project. The City shall acknowledge the District on Project-related public outreach

communications and in City public meetings that discuss the Project. The City shall provide the District no less than fifteen (15) days' notice prior to any public meetings relative to the Project.

1.3 Signage. The City shall acknowledge the District on signage related to the Project. The District shall have the right to approve all content and format of all materials and signage.

1.4 Ownership, Operation and Maintenance. During construction and after completion of the Project, the City shall own all installed Project components, and shall operate and maintain the Project components.

1.5 Access. The City hereby grants the District access to the public rights-of-way and shall grant any necessary easements and/or other rights of entry to the District for access to the Project area for stormwater inspection and maintenance in accordance with the RSMP Service Agreement.

## **ARTICLE 2.            NORTHEAST OHIO REGIONAL SEWER DISTRICT**

2.1 Disbursement of District Funds. The District agrees to reimburse the City for half of the costs related to the construction of the Project, with the exception of roadway paving, in accordance with the requirements of this Agreement a total amount not-to-exceed Forty-Five Thousand Dollars (\$45,000.00). Any cost overages above the agreed to District funding shall be the City's responsibility.

2.1.1 The District's reimbursement to the City for Project costs shall be conditioned on the District's approval of the deliverables as outlined below.

2.2 Deliverables. The District shall have the right to review, comment on, and approve the deliverables. The City will provide the District with copies of the following deliverables in the formats listed:

2.2.1 Easement and property documents in PDF format

2.2.2 Certificate of Substantial Completion

2.2.3 The District shall receive at least fifteen (15) working days to complete review and provide written comment for each deliverable.

2.3 Meeting Participation. The District shall have the right to attend all Project progress meetings, for which the District will receive at least ten (10) working days' advance notice. The District shall receive the meeting minutes from each meeting from the City within five (5) working days of the meeting for review and comment.

### **ARTICLE 3. TERM**

#### **3.1 Expiration of Agreement**

This Agreement shall expire upon successful completion of the obligations contained herein, but in no event shall the Agreement extend beyond a 1-year period without the written agreement of both parties to extend the term of the Agreement.

### **ARTICLE 4. MISCELLANEOUS**

#### **4.1 Execution in Counterparts**

This Agreement may be executed in any number of counterparts. Each counterpart, when so executed, shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

#### **4.2 Severability**

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.

4.3      Headings

The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.

4.4      Governing Law. The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

4.5      Remedies. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law.

4.6      Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

4.7      Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

4.8      Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.

4.9 Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

4.10 Relationship of Agreement to Exhibits

The Exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various Exhibits attached to this Agreement.

**ARTICLE 5.**        **EXHIBITS**

The following exhibits are attached hereto and incorporated herein:

1. Exhibit “A” – City’s Ordinance
2. Exhibit “B” – Progress Report and Reimbursement Request

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties listed below have entered into this Agreement as of the date first above written.

**NORTHEAST OHIO REGIONAL  
SEWER DISTRICT**

By: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

AND: \_\_\_\_\_  
Frank Greenland  
Director of Watershed Programs

**CITY OF NORTH ROYALTON**

By: \_\_\_\_\_  
Larry Antoskiewicz  
Mayor

The Legal Form and Correctness  
of this Instrument is Hereby Approved:

**CITY OF NORTH ROYALTON**

\_\_\_\_\_  
Thomas Kelly  
Law Director

**This Instrument Prepared By:**

\_\_\_\_\_  
Katarina K. Waag  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

# AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

SANITARY SEWER FORCE MAIN  
LOWERING IN PREPARATION FOR  
CHIPPEWA CREEK FLOOD REDUCTION  
PROJECT NEAR ECHO LANE

---

Total Approximate Cost:           \$45,000.00

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The legal form and correctness of the within  
instrument are hereby approved.

---

ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

---

Date

## CERTIFICATION

It is hereby certified that the amount required to  
meet the contract, agreement, obligation,  
payment or expenditure, for the above, has been  
lawfully appropriated or authorized or directed  
for such purpose and is in the Treasury or in  
process of collection to the credit of the fund  
free from any obligation or certification now  
outstanding.

---

KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

---

Date

**BUDGET CENTER 8100**

**Regional Stormwater Management Program Project  
PROGRESS REPORT AND REIMBURSEMENT REQUEST**

**Instructions:**

Provide a summary of the accomplishments with respect to objectives, degree of completion based on the Project application, and any problems encountered. Progress Reports must be submitted with all reimbursement requests. Attach relevant procurement documentation, such as an itemized bill, receipt, invoice, time card along with proof of payment, such as a credit card receipt, cancelled check, and/or other documentation to substantiate compensation as deemed acceptable by the NEORSRSD.

**Project Information**

Member Community: \_\_\_\_\_

Project Title: \_\_\_\_\_

Reimbursement Request Amount: \_\_\_\_\_

**Authorized Signature**

I certify that the information in this Progress Report is accurate and reflects current status of the Project. Furthermore, I affirm that the information contained herein is, to the best of my knowledge and belief, accurate and complete.

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

- 1) Summarize progress and/or accomplishments during this reporting period as related to your project implementation schedule. (500 word maximum)

2) Difficulties and delays encountered during this reporting period. (500 word maximum)

ORDINANCE NO. 22-124

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

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE NORTHEAST OHIO REGIONAL SEWER DISTRICT IN THE AMOUNT OF \$725,000.00, WHICH APPROVED FUNDING FOR THE VALLEY VISTA PUMP STATION IMPROVEMENTS, AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton has been awarded a grant in the amount of \$725,000 from the Northeast Ohio Regional Sewer District; and
- WHEREAS: This grant award is to be applied towards the construction of the Valley Vista Pump Station Improvements; and
- WHEREAS: Council desires to authorize the Mayor to accept the grant from the Northeast Ohio Regional Sewer District for the improvements for the pump station 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 Regional Sewer District in the amount of \$725,000.00 for the construction of the Valley Vista Pump Station Improvements with a total projected cost of \$1,100,00.00 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 Regional Sewer District in the amount of \$725,000.00 for the construction of the Valley Vista Pump Station Improvements.

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:

**North Royalton – Valley Vista Pump Station Improvements  
for 2023 MCIP Funding**  
(Revised July 7, 2022)

**Project Information**

Project Title	North Royalton Valley Vista Pump Station Improvements
Project Location	From the Valley Vista pump station, head north through the rear property lines of homes located between Stuart Court and W. Ridge Drive to Perl Court. Head northeast on Perl Court to W. Sprague Road.
Project Type	Design/Construction
Total Project Cost	\$1,100,000
<b>MCIP Requested Grant Amount</b>	<b>\$725,000</b>
Project Start (Construction) Date	04/01/2023
Project End (Construction) Date	10/31/2023

**Project Schedule and Budget**

Task	Cost	Completion Date
Design	\$74,500	12/30/2022
Dye testing and field investigation	\$60,000	5/31/2023
Permit-to Install application	\$6,500	2/28/2023
Construction	<b>NEORS D MCIP - \$725,000</b> North Royalton - \$220,000	10/31/2023
Performance verification	\$14,000	6/30/2024
Project Total - \$1,100,000		

**Project Schedule and Budget**

Project schedule: (1) The engineering study and design has started in March 2022 and will be completed in December 2022. (2) The dye testing will start in August 2022 and will continue through May 2023, to be paid initially by the City of North Royalton's non-District matching funds. (3) The Ohio EPA permit-to-install application will be submitted upon the engineering design completion and fees will be paid by the City of North Royalton's non-District matching funds. (4) The construction is scheduled from April to October in 2023. (5) The performance verification task will be conducted after the completion of the construction through June 2024.

Project budget: (a) Engineering - \$74,500; (b) Dye testing and field investigation - \$60,000; (c) Permit-to-Install application fee - \$6,500; (d) Construction - \$945,000; (e) Performance verification - \$14,000; (f) Project Total - \$1,100,000.

ORDINANCE NO. 22-125

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

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT AND ENTER INTO A GRANT AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND CUYAHOGA COUNTY, AND DECLARING AN EMERGENCY

**WHEREAS:** The City of North Royalton has been awarded a grant in the amount of \$1,000,000.00 from Cuyahoga County; and

**WHEREAS:** It is therefore necessary for Council to accept the grant and to enter into an agreement with the Cuyahoga County for this grant award; and

**WHEREAS:** Council desires to accept the grant and to authorize the Mayor to enter into this agreement.

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

**Section 1.** The Mayor is hereby authorized to enter into a grant agreement with Cuyahoga County contingent on the receipt of approval from the Cuyahoga County Council.

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 grant agreement with Cuyahoga County to demonstrate the city's formal acceptance of the grant and to reduce the financial burden on the residents by the amount of the grant.

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: