

December 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 SPECIAL FINANCE 6:00 COUNCIL AND CAUCUS 7:00	7 PLANNING COMMISSION 7:00 CAUCUS 6:45	8	9	10
11	12 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	13	14	15 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	16	17
18	19	20 SPECIAL FINANCE 6:30 COUNCIL AND CAUCUS 7:00	21 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	22	23	24 CHRISTMAS EVE
25 CHRISTMAS DAY	26	27 RECREATION BOARD 6:00	28	29	30	31 NEW YEAR'S EVE

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

JANUARY 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 NEW YEAR'S DAY	2	3 STORM WATER, STREETS AND UTILITIES 6PM COUNCIL 7PM	4 PLANNING COMMISSION CAUCUS 6:45PM MEETING 7PM	5	6	7
8	9 CIVIL SERVICE 4PM	10	11	12	13	14
15	16 MARTIN LUTHER KING JR DAY	17 B&BC, FINANCE AND SAFETY 6PM COUNCIL 7PM	18	19 BOARD OF ZONING CAUCUS 6:45PM MEETING 7PM	20	21
22	23	24	25	26	27	28
29	30	31 REC BOARD 6PM				

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

**NORTH ROYALTON CITY COUNCIL
A G E N D A
DECEMBER 20, 2022**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.



REGULAR ORDER OF BUSINESS

- 1. Call to Order.
- 2. Opening Ceremony (Pledge of Allegiance).
- 3. Roll Call.
- 4. Approval of Minutes: December 6, 2022
- 5. Communications.
- 6. Mayor's Report.
- 7. Department Head Reports.
- 8. President of Council's Report.
- 9. Committee Reports:

Building & Building Codes

Finance

Review & Oversight

Safety

Storm Water

Streets

Utilities

John Nickell

Paul Marnecheck

Jeremy Dietrich

Michael Vos

Linda Barath

Joanne Krejci

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

Board of Zoning Appeals

Planning Commission

Recreation Board

John Nickell

Paul Marnecheck

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

THIRD READING CONSIDERATION

- 1. **22-181 - AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NORTH ROYALTON, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023. First reading November 15, 2022 and referred to Finance Committee. Second reading December 6, 2022.**

SECOND READING CONSIDERATION

- 1. **22-190 - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FLOCK SAFETY FOR FLOCK FALCON CAMERAS, INSTALLATION AND PROFESSIONAL SERVICES FOR THE NORTH ROYALTON POLICE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$28,500.00, WITH AN ANNUAL PROFESSIONAL SERVICES COST OF \$25,000.00, AND DECLARING AN EMERGENCY. First reading December 6, 2022.**

FIRST READING CONSIDERATION

- 1. **22-194 - AN ORDINANCE AMENDING ORDINANCE 21-181 ESTABLISHING VARIOUS BENEFITS FOR REGULAR PART TIME EMPLOYEES OF THE CITY OF NORTH ROYALTON, SECTIONS 6, 8 AND 9, AND DECLARING AN EMERGENCY.**

2. **22-195** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT AND THE CITY OF NORTH ROYALTON FOR NPDES STORM WATER PERMIT MINIMUM CONTROL MEASURES 4 AND 5, AND DECLARING AN EMERGENCY.
 3. **22-196** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 21-184 AS AMENDED BY ORDINANCES 22-21, 22-34, 22-53, 22-74, 22-88, 22-97, 22-119, 22-145, 22-173, 22-180 AND 22-188 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
 4. **22-197** - A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE FINAL CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR A 10-FOOT-WIDE PATH ALONG THE WEST SIDE OF BENNETT ROAD (C.R. 109) BETWEEN VALLEY PARKWAY AND SOUTH AKINS ROAD, INCLUDING CURB, DRIVEWAYS, CURB RAMPS, DRAINAGE, AND PAVEMENT MARKINGS, LYING WITHIN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
 5. **22-198** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH STAR2STAR COMMUNICATIONS FOR SOFTWARE AND APPLICATIONS, VOICE AND DATA AND MAINTENANCE FOR THE CITY WIDE INTEGRATED PHONE SYSTEM FOR A MONTHLY SERVICE CHARGE IN AN AMOUNT NOT TO EXCEED \$3,000.00 FOR AN ADDITIONAL 3 YEARS, AND DECLARING AN EMERGENCY.
 6. **22-199** - AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CT CONSULTANTS, INC., AS CONSULTING ENGINEER TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF NORTH ROYALTON AND TO APPROVE THE REAPPOINTMENT OF JUSTIN HASELTON AS CITY ENGINEER, AND DECLARING AN EMERGENCY.
 7. **22-200** - AN ORDINANCE ACCEPTING THE BID OF LEACH EXCAVATING FOR THE VALLEY LANE FORCE MAIN RELOCATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$67,340.00 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
 14. Adjournment.

AN ORDINANCE AMENDING ORDINANCE 21-181 ESTABLISHING VARIOUS BENEFITS FOR
REGULAR PART TIME EMPLOYEES OF THE CITY OF NORTH ROYALTON, SECTIONS 6, 8
AND 9, AND DECLARING AN EMERGENCY

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

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

WHEREAS: Council desires to provide for these amendments.

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

Section 1. Ordinance 21-181, effective January 1, 2023, Section 6 is hereby amended as follows:

Section 6. Vacation and Personal Days ~~Time~~

Regular part time employees that average a minimum of twenty two hours (22) hours per week per year and have 1 year of continuous service with a minimum total of 1,144 hours worked, shall be awarded vacation ***and personal*** time as long as they remain eligible (average 22 hours of work per week) based on length of service as follows:

Vacation Credit for permanent part time employees

After one (1) year of employment	24 hours
After three (3) years of employment	48 hours
After five (5) years of employment	72 hours

Personal days

~~Regular permanent part time employees that average a minimum scheduled twenty two hours (22) hours per week shall be entitled to 24 hours of personal days~~ ***time***.

Earned vacation shall be awarded on the employee's anniversary date but will be available for use in the calendar year on January 1st. Employees who retire/separate from service and who have used vacation leave before their anniversary date of earned vacation shall have their final salary adjusted/reduced for such advanced vacation pay.

Vacation time shall be taken at a time approved of by the Department Head based upon staffing needs, any full time employee leave, or seniority will govern. Vacation time shall be used in 8 hours increments. Personal time may be utilized in one hour increments.

Any vacation time or personal time that is unused shall be deemed forfeited unless otherwise approved by the Mayor due to staffing issues or other extreme circumstances.

Section 2. Ordinance 21-181, effective January 1, 2023, Section 8 is hereby amended as follows:

Section 8. Holidays

Regular permanent part time employees that average a minimum scheduled twenty two hours (22) hours per ***week and have one year of continuous service with a minimum total of 1,144 hours worked*** shall be entitled to three (3) - 8 hour floating holidays per year (not applicable to seasonal (summer) employees.; effective January 2022. ~~Regular permanent part time employees are entitled to one (1) prorated floating holiday for the remainder of 2021.~~

Section 3. Ordinance 21-181, effective January 1, 2023, Section 9 is hereby amended as follows:

Section 9. Uniform allowance

Nonunion part time fire, ***SRO police officers*** and building inspectors are eligible for a clothing allowance as follows:

Fire inspector -\$300 yearly
Building inspector -\$150 yearly

Part-time SRO - \$500 yearly; and if applicable, an additional \$425.00 (every 5 years) towards the cost of individual bullet proof vest providing that such individual(s) receiving such contribution shall be required to wear the vest or refund such monies to the Employer. Vests will be replaced every five (5) years or as approved by the Employer.

Yearly uniform allowance payments are paid one half in January and second payment in July. Employees are entitled to the uniform allowance provided that they remain actively employed for the payment period. In the event an employee leaves employment, for any reason, prior to the end of the uniform allowance period the employee shall return on a prorated basis the advanced uniform allowance.

Section 4. Ordinance 21-181 is hereby amended as provided for herein and all other provisions of Ordinance 21-181 shall remain in full force and effect.

Section 5. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 6. 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 7. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to amend Sections 6, 8 and 9 of Ordinance 21-181 to clarify those positions which qualify under the classification of regular part time employees.

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

PRESIDENT OF COUNCIL

APPROVED: MAYOR

DATE PASSED:

DATE APPROVED:

ATTEST:

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 22-195

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT AND THE CITY OF NORTH ROYALTON FOR NPDES STORM WATER PERMIT MINIMUM CONTROL MEASURES 4 AND 5, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton and the Cuyahoga Soil and Water Conservation District recognize the need for effective collaboration in carrying out Clean Water Act responsibilities, especially related to National Pollutant Discharge Elimination System (NPDES) rules; and

WHEREAS: It is therefore necessary to authorize the Mayor to enter into a Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District and the City of North Royalton for NPDES Storm Water Permit Minimum Control Measures 4 and 5.

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 Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District and the City of North Royalton for NPDES Storm Water Permit Minimum Control Measures 4 and 5 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 Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District and the City of North Royalton for NPDES Storm Water Permit Minimum Control Measures 4 and 5 to provide for an effective collaboration in carrying out Clean Water Act responsibilities, especially related to National Pollutant Discharge Elimination System (NPDES) rules.

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:

MEMORANDUM OF UNDERSTANDING

Between the Cuyahoga Soil and Water Conservation District and the City of North Royalton

This Memorandum of Understanding (“MOU”) is made this ____ day of _____, 2023 (“Effective Date”), between the Cuyahoga Soil and Water Conservation District (SWCD) and City of North Royalton (“City”), for assistance with technical assistance in implementing soil and water conservation measures.

Purpose – Implementation of a conservation program that promotes best practices for pollution prevention and corresponds with the City’s Municipal Separate Storm Sewer System permit.

Recognizing the need for effective collaboration in protecting soil and water resources and in carrying out its mandated responsibilities, especially related to the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, the City and the Cuyahoga SWCD accept this agreement as the document which describes the process for exchange. Cooperation between these two units of government facilitates solutions to problems encountered by the City as it plans for the development/redevelopment and conservation of its environment and water quality improvements. The Ohio Revised Code, Chapter 940 describes the Cuyahoga SWCD’s authority for engaging in this Mutual Agreement.

NOW, THEREFORE, the parties’ understanding is as follows:

Project Tasks

The Cuyahoga SWCD and the City have mutually agreed to the scope of technical assistance related to pollution prevention on disturbed sites, including construction sites disturbing one or more acres of total land, including the entire area disturbed in the larger common plan of development or sale (≥ 1 acre) as required under the NPDES rules. Construction activities disturbing less than one acre and not part of a larger common plan of development or sale of total land (< 1 acre), and not covered under the NPDES rules, will be reviewed by the Cuyahoga SWCD as requested by the City.

The Cuyahoga SWCD will: (i) perform stormwater pollution prevention plan (SWP3) reviews for proposed development, redevelopment and infrastructure renovation projects; (ii) perform abbreviated construction plan reviews, as requested by the City; (iii) perform field reviews of active construction projects; (iv) perform long-term maintenance field reviews of post-construction water quality facilities; and (vii) provide written technical advisory reports detailing plan review recommendations, site conditions, and recommendations for compliance and/or maintenance activities needed.

NPDES, Minimum Control Measure 4 – Stormwater Pollution Prevention/Erosion & Sediment Control

1. The Cuyahoga SWCD will provide technical assistance, related to stormwater pollution prevention and stormwater quality management, as requested, including:
 - a. Preliminary site planning meetings or conference calls
 - b. Review of development, redevelopment, and infrastructure renovation plans for compliance with NPDES rules (Ohio Revised Code 3745 39-04 (B) (1) through (6)) and the current edition of Ohio’s Rainwater and Land Development standard guidance manual;
 - c. Provide rapid field assessment of soils and soil quality; and
 - d. Provide an annual report of all activities undertaken (including copies of any other data collected).
2. The annual conservation program will include technical assistance related to NPDES covered construction activities of an estimated of:

- a. 15-20 active construction sites (≥ 1 acre)
- b. Initial SWP3 reviews, as received (≥ 1 acre)
- c. Subsequent SWP3 review, *as needed* (≥ 1 acre)
- d. Technical advisory inspections (field reviews) and reporting (12 per year per site) once construction begins;
- e. Plan reviews for abbreviated construction plans will be performed by request of the City.

3. Active construction program **\$21,835.00**

NPDES, Minimum Control Measure 5 – Post Construction Stormwater Management

1. As required under the MS4 Permit, the Cuyahoga SWCD will also provide annual inspections of all post construction stormwater control measures (water quality and water quantity basins):
 - a. Transition meetings will be held with SWCD staff, city personnel and site personnel to review long-term operations and maintenance needs, and reporting requirements
 - b. 51-100 water quality and 1/3 (~50) stormwater control measures, annual long-term maintenance field reviews of post-construction water quality facilities
 - c. Technical advisory inspection and reporting to the City and landowners with SCMs on their properties
 - d. Project file management
 - e. Mapping of facility locations
 - f. Maintenance program fact sheets, individual site assessments and training, when needed

2. Post-construction program **\$10,000.00**

The Cuyahoga SWCD will also provide technical advice on planning issues, including:

- a. Technical assistance on local legislation if the City pursues universal application of accepted best management practices at construction sites
- b. Sound stormwater management
- c. Protection of sensitive natural areas
- d. General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands or other unique areas that are planned for development
- e. Recommendations for stream bank and wetlands restoration, slope erosion control; and
- f. Small drainage systems and wildlife habitat enhancements.

City's Role Related to Stormwater Pollution Prevention Activities

1. The City will designate someone to serve as the City's liaison for the stormwater pollution prevention program.
2. The City will recognize the environmental and economic functions of naturally vegetated open spaces, such as wetlands, stream corridors, ravines, woodlands, and fields as worthy of the City's protection as open space.
3. The City will utilize the Cuyahoga SWCD's technical assistance including plan reviews, project inventories, evaluations, and inspections of planned construction sites, water quality and water quantity basins or sensitive natural areas of concern.
4. The City will direct builders, developers, and consultants to the Cuyahoga SWCD for assistance on planning and conservation early in the concept planning stage of the construction planning cycle.

5. The City will adopt, apply, and enforce Cuyahoga SWCD recommendations by not authorizing commencement and/or issuing work stoppage and other remedies.
6. The City will provide the Cuyahoga SWCD with field surveys, proposed layouts, designs or meeting notices needed for adequate technical assistance in a timely manner.
7. The City recognizes that the Cuyahoga SWCD has no regulatory authority to enforce NPDES rules.

Agreed Procedures

- The City agrees to grant an annual conservation appropriation to the SWCD, not to exceed **\$31,835** per twelve month period following the Effective Date and the Cuyahoga SWCD agrees to use the grant funds to provide a conservation program for the City.
- The City and the SWCD will determine the most effective manner to appropriate the funds.
- The City will provide a resolution to the SWCD that acknowledges this working agreement and provides documentation to facilitate dispersal of funds to the SWCD on an annual basis.
- That the Cuyahoga SWCD is not granted regulatory authority in the Ohio Revised Code.
- That the Cuyahoga SWCD and the City will meet at least once a year to coordinate a work plan and exchange information.
- The Cuyahoga SWCD will provide the City with a written annual summary, relevant to its role, as outlined in this MOU.
- The NPDES rules, current edition of Ohio's Rainwater and Land Development standard guidance manual, and standards of the USDA, Natural Resources Conservation Service will be used in planning and application of conservation measures.
- That both parties will review quality of assistance and address concerns as they arise.
- All assistance provided by the Cuyahoga SWCD is offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.
- The City recognizes the Cuyahoga SWCD's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.

Term, Renewal, Termination

The term of this MOU shall commence on the date (the "Initial Effective Date") SWCD receives written notice from the City, in a form approved by SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, indicating that the City has agreed to provide funds, in an amount agreed to by the parties, to support SWCD's general operations for the following 12-month period (the "Initial City Notice"). The parties acknowledge, understand, and agree that any such funding shall be for the purposes of the District's general operations for a period of 12 calendar months following the Initial Effective Date (the "Initial MOU Term") and that this MOU shall terminate on the 12-month anniversary of the Initial Effective Date in the event the City does not renew this MOU as set forth herein.

This MOU may be renewed by City for any 12-month period following the Initial MOU Term (a "Subsequent MOU Term") provided that the SWCD receives written notice, as described above (a "Subsequent City

Notice”), not less than 30 days prior to expiration of the Initial MOU Term (the date the District receives a Subsequent City Notice, a “Subsequent Effective Date”), and shall continue to renew for any 12-month period provided that the SWCD receives a Subsequent City Notice not less than 30 days prior to expiration of any Subsequent MOU Term then in effect.

This MOU may be amended or terminated at any time by mutual consent of both parties or the agreement may be terminated by either party giving thirty (30) day’s advance written notice to the other.

In witness thereof, the Memorandum executed and agreed to on the latest day, month and year written below:

Cuyahoga Soil & Water
Conservation District

City of North Royalton

By: Deemar Sheffey
Chair

By: Hon. Larry Antokiewicz
Mayor

Date:

Date:

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 21-184 AS AMENDED BY ORDINANCES 22-21, 22-34, 22-53, 22-74, 22-88, 22-97, 22-119, 22-145, 22-173, 22-180 AND 22-188 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, 22-97, 22-119, 22-145, 22-173, 22-180 and 22-188 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	\$ 590,000.00	Operating
General Fund	EMS Levy Fund	2,178,000.00	Operating
General Fund	SCMR Fund	850,000.00	Operating
General Fund	NOPEC Grant Fund	99,000.00	Operating
General Fund	Enterprise Zone Fund	37,200.00	Operating
General Fund	Police Pension Fund	376,500.00	Operating
General Fund	Fire Pension Fund	629,000.00	Operating
General Fund	General Bond Retirement Fund	745,000.00	Debt Service
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
Wastewater Maintenance Fund	Wastewater Treatment Fund	100,000.00	Advance (Repayment)
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 12/20/2022 - Council Meeting

General Fund #101	Police	Supply & Materials	\$	9,000	A	\$	243,380.00	Estimated Monies for Remaining 2022 Fuel Expenses
General Fund #101	Animal Control	Supply & Materials	\$	500	A	\$	6,790	Estimated Monies for Remaining 2022 Fuel Expenses
General Fund #101	Fire	Supply & Materials	\$	2,500	A	\$	125,900	Estimated Monies for Remaining 2022 Fuel Expenses
General Fund #101	Cemetery	Supply & Materials	\$	1,500	A	\$	216,205	Estimated Monies for Remaining 2022 Fuel Expenses
General Fund #101	Parks and Recreation	Supply & Materials	\$	5,000	A	\$	142,455	Estimated Monies for Remaining 2022 Fuel Expenses
General Fund #101	Building Department	Personal Service	\$	(18,650)	A	\$	696,800	Offset - Fuel
General Fund #101	City Hall Building	Supply & Materials	\$	150	A	\$	22,150	Estimated Monies for Remaining 2022 Fuel Expenses
General Fund #101	Parks and Recreation	Contractual Services	\$	2,500	B	\$	127,326	Estimated Monies for Remaining 2022 Utility Expenses
General Fund #101	Building Department	Personal Service	\$	(2,500)	B	\$	696,800	Offset - Contractual Services - Utilities - Parks and Recreation
General Fund #101	Parks and Recreation	Supply & Materials	\$	2,500	C	\$	142,455	Monies needed for Estimated Remaining Operating Supplies Purchases for 2022
General Fund #101	Building Department	Personal Service	\$	(2,500)	C	\$	696,800	Offset - Operating Supplies - Parks and Recreation
General Fund #101	Building Department	Personal Service	\$	(35,000)	D	\$	696,800	Offset - Legal Services - Legal Administration
General Fund #101	Legal Administration	Contractual Services	\$	35,000	D	\$	172,300	Estimated Legal Services - CBA Negotiations (Corrections) and Various Legal Services Remaining (Estimated)for 2022
Emergency Medical Service Levy Fund #209	Fire	Personal Services	\$	(3,000)	E	\$	3,593,275	Offset - Fuel
Emergency Medical Service Levy Fund #209	Fire	Supply & Materials	\$	3,000	E	\$	53,150	Estimated Monies for Remaining 2022 Fuel Expenses

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	Approved Amendment Ord #22-119	Approved Amendment Ord #22-145	Approved Amendment Ord #22-173	Approved Amendment Ord #22-180	Approved Amendment Ord #22-188	Proposed Amendment 12/20/2022	Total 2022 Appropriations
GENERAL FUND														
POLICE DEPARTMENT														
Personal Service	3,976,000.00		(74,827.43)			-	-	-	(1,175,301.56)	75,500.00	-	-	-	2,801,371.01
Contractual Services	319,611.00	30,240.00				23,641.08	-	-	-	-	25,686.00	650.00	-	399,828.08
Supply & Materials	168,200.00	38,680.00				-	27,500.00	-	-	-	-	-	9,000.00	243,380.00
Capital Outlay	14,500.00	53,500.00				-	-	-	15,000.00	-	(3,400.00)	-	-	79,600.00
Debt Service	147,000.00					-	-	-	-	-	-	-	-	147,000.00
Total Police Department	4,625,311.00	122,420.00	(74,827.43)	-	-	23,641.08	27,500.00	-	(1,160,301.56)	75,500.00	22,286.00	650.00	9,000.00	3,671,179.09
ANIMAL CONTROL														
Personal Service	172,300.00					-	-	-	2,500.00	-	-	-	-	174,800.00
Contractual Services	4,452.00	350.00				-	-	-	-	-	-	250.00	-	5,052.00
Supply & Materials	4,880.00	1,410.00				-	-	-	-	-	-	-	500.00	6,790.00
Capital Outlay	200.00					-	2,000.00	-	-	-	3,400.00	-	-	5,600.00
Total Animal Control Department	181,832.00	1,760.00	-	-	-	-	2,000.00	-	2,500.00	-	3,400.00	250.00	500.00	192,242.00
FIRE DEPARTMENT														
Personal Service	456,650.00	6,000.00	5,400.00			-	-	-	(179,000.00)	-	-	-	-	289,050.00
Contractual Services	355,700.00	59,000.00				-	-	-	-	-	-	6,700.00	-	421,400.00
Supply & Materials	114,500.00		8,900.00			-	-	-	-	-	-	-	2,500.00	125,900.00
Total Fire Department	926,850.00	65,000.00	14,300.00	-	-	-	-	-	(179,000.00)	-	-	6,700.00	2,500.00	836,350.00
POLICE AND FIRE COMMUNICATIONS														
Personal Service	388,550.00	-				-	-	-	-	-	-	-	-	388,550.00
Contractual Services	817,497.00	38,898.00				-	-	-	(125,000.00)	-	-	-	-	731,395.00
Supply & Materials	1,545.00					-	-	-	-	-	-	-	-	1,545.00
Capital Outlay	1,500.00					-	-	-	-	-	-	-	-	1,500.00
Total Police & Fire Comm	1,209,092.00	38,898.00	-	-	-	-	-	-	(125,000.00)	-	-	-	-	1,122,990.00
STREET LIGHTING														
Contractual Services	100,000.00					-	-	-	-	-	-	-	-	100,000.00
Total Street Lighting	100,000.00	-	-	-	-	-	-	-	-	-	-	-	-	100,000.00
CEMETERY DEPARTMENT														
Contractual Services	29,150.00			3,035.00										32,185.00
Supply & Materials	192,690.00								22,015.00				1,500.00	216,205.00
Capital Outlay	42,000.00	-			-					500.00				42,500.00
Total Cemetery Department	263,840.00	-	-	3,035.00	-	-	-	-	22,015.00	-	500.00	-	1,500.00	290,890.00
PARKS & RECREATION DEPARTMENT														
Personal Service	577,950.00	-	2,000.00			-	-	-	50,000.00	17,000.00	16,000.00	-	-	662,950.00
Contractual Services	92,121.00	-		14,205.00		3,500.00	-	-	10,000.00	-	-	5,000.00	2,500.00	127,326.00
Supply & Materials	145,960.00	10,000.00		(26,005.00)	5,000.00	-	-	-	-	-	-	-	7,500.00	142,455.00
Capital Outlay	80,000.00	5,000.00		22,800.00	15,000.00	10,000.00	15,000.00	-	(10,000.00)	10,000.00	-	-	-	147,800.00
Total Parks & Recreation Department	896,031.00	15,000.00	2,000.00	11,000.00	20,000.00	13,500.00	15,000.00	-	50,000.00	27,000.00	16,000.00	5,000.00	10,000.00	1,080,531.00

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	Approved Amendment Ord #22-119	Approved Amendment Ord #22-145	Approved Amendment Ord #22-173	Approved Amendment Ord #22-180	Approved Amendment Ord #22-188	Proposed Amendment 12/20/2022	Total 2022 Appropriations
PLANNING COMMISSION														
Personal Service	102,600.00													102,600.00
Contractual Services	9,600.00													9,600.00
Supply & Materials	850.00													850.00
Total Planning Commission	113,050.00	-	-	-	-	-	-	-	-	-	-	-	-	113,050.00
BOARD OF ZONING														
Personal Service	8,450.00													8,450.00
Contractual Services	3,500.00													3,500.00
Supply & Materials	950.00													950.00
Total Board of Zoning	12,900.00	-	-	-	-	-	-	-	-	-	-	-	-	12,900.00
BUILDING DEPARTMENT														
Personal Service	755,450.00												(58,650.00) A-D	696,800.00
Contractual Services	127,000.00								(16,255.00)	(10,000.00)				100,745.00
Supply & Materials	23,800.00								8,000.00					31,800.00
Capital Outlay	46,200.00													46,200.00
Total Building Department	952,450.00	-	-	-	-	-	-	-	(8,255.00)	(10,000.00)	-	-	(58,650.00)	875,545.00
COMMUNITY DEVELOPMENT														
Personal Service	179,850.00		700.00											180,550.00
Contractual Services	105,800.00		25,000.00									(18,000.00)		112,800.00
Supply & Materials	3,750.00													3,750.00
Capital Outlay	-													-
Total Community Development	289,400.00	-	25,700.00	-	-	-	-	-	-	-	-	(18,000.00)	-	297,100.00
RUBBISH COLLECTION														
Contractual Services	1,700,000.00					-	-	-	-	-	100,000.00	-	-	1,800,000.00
Total Rubbish Collection	1,700,000.00	-	-	-	-	-	-	-	-	-	100,000.00	-	-	1,800,000.00
SERVICE BUILDING AND GROUNDS														
Contractual Services	82,500.00											1,350.00		83,850.00
Supply & Materials	32,000.00													32,000.00
Total Service Bldg. & Grounds	114,500.00	-	-	-	-	-	-	-	-	-	-	1,350.00	-	115,850.00
MAYOR'S OFFICE														
Personal Service	271,200.00		750.00											271,950.00
Contractual Services	32,200.00											10,000.00		42,200.00
Supply & Materials	3,100.00													3,100.00
Capital Outlay	800.00													800.00
Total Mayor's Office	307,300.00	-	750.00	-	-	-	-	-	-	-	-	10,000.00	-	318,050.00
FINANCE DEPARTMENT														
Personal Service	340,700.00		4,715.00	50,000.00	(6,250.00)				(10,000.00)					379,165.00
Contractual Services	140,250.00	1,000.00												141,250.00
Supply & Materials	2,500.00													2,500.00
Capital Outlay	2,500.00			5,000.00										7,500.00
Total Finance Department	485,950.00	1,000.00	4,715.00	55,000.00	(6,250.00)	-	-	-	(10,000.00)	-	-	-	-	530,415.00

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	Approved Amendment Ord #22-119	Approved Amendment Ord #22-145	Approved Amendment Ord #22-173	Approved Amendment Ord #22-180	Approved Amendment Ord #22-188	Proposed Amendment 12/20/2022	Total 2022 Appropriations
LEGAL ADMINISTRATION														
Personal Service	376,200.00		5,000.00						55,000.00					436,200.00
Contractual Services	137,300.00												35,000.00	172,300.00
Supply & Materials	10,000.00													10,000.00
Capital Outlay	-		2,500.00											2,500.00
Total Legal Administration	523,500.00	-	7,500.00	-	-	-	-	-	55,000.00	-	-	-	35,000.00	621,000.00
ENGINEERING DEPARTMENT														
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
Total Engineering	341,300.00	-	700.00	-	-	-	-	-	-	-	-	-	-	342,000.00
LEGISLATIVE														
Personal Service	343,500.00													343,500.00
Contractual Services	81,600.00													81,600.00
Supply & Materials	13,500.00													13,500.00
Capital Outlay	6,000.00													6,000.00
Total Legislative Activity	444,600.00	-	-	-	-	-	-	-	-	-	-	-	-	444,600.00
MAYOR'S COURT														
Personal Service	215,250.00													215,250.00
Contractual Services	44,200.00		9,275.00											53,475.00
Supply & Materials	1,100.00													1,100.00
Total Mayor's Court	260,550.00	-	9,275.00	-	-	-	-	-	-	-	-	-	-	269,825.00
CIVIL SERVICE														
Personal Service	5,050.00													5,050.00
Contractual Services	22,400.00							(200.00)						22,200.00
Supply & Materials	200.00							200.00						400.00
Total Civil Service	27,650.00	-	-	-	-	-	-	-	-	-	-	-	-	27,650.00
CITY HALL BUILDING														
Personal Service	245,650.00		700.00		(13,750.00)	(13,500.00)	(4,500.00)		(27,630.00)		(16,500.00)	(10,000.00)		160,470.00
Contractual Services	231,550.00					36,500.00			10,000.00			4,050.00		282,100.00
Supply & Materials	16,000.00		6,000.00											22,150.00
Capital Outlay	15,000.00	40,000.00							(10,000.00)				150.00	45,000.00
Total City Hall Building	508,200.00	40,000.00	6,700.00	-	(13,750.00)	23,000.00	(4,500.00)	-	(27,630.00)	-	(16,500.00)	(5,950.00)	150.00	509,720.00
OTHER GENERAL GOVERNMENT														
Personal Services	7,500.00										175,000.00			182,500.00
Supply & Materials	265,000.00	75,000.00		20,000.00					14,270.00					374,270.00
Transfers-Out	4,717,200.00	1,036,500.00		99,000.00			295,000.00		318,500.00	(961,500.00)				5,504,700.00
Advances-Out	-													-
Total - Other General Government	4,989,700.00	1,111,500.00	-	119,000.00	-	-	295,000.00	-	332,770.00	(961,500.00)	175,000.00	-	-	6,061,470.00
TOTAL - GENERAL FUND	19,274,006.00	1,395,578.00	(3,187.43)	188,035.00	-	60,141.08	335,000.00	-	(1,047,901.56)	(869,000.00)	300,686.00	-	-	19,633,357.09

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	Approved Amendment Ord #22-119	Approved Amendment Ord #22-145	Approved Amendment Ord #22-173	Approved Amendment Ord #22-180	Approved Amendment Ord #22-188	Proposed Amendment 12/20/2022	Total 2022 Appropriations
ENFORCEMENT AND EDUCATIONAL FUND #205														
Personal Service	15,000.00								15,000.00					30,000.00
Supply & Materials	6,000.00													6,000.00
Total Enforcement & Education Fund	21,000.00	-	-	-	-	-	-	-	15,000.00	-	-	-	-	36,000.00
DRUG LAW ENFORCEMENT FUND #206														
Supply & Materials	200.00													200.00
Total Drug Law Enforcement Fund	200.00	-	-	-	-	-	-	-	-	-	-	-	-	200.00
POLICE FACILITY OPERATING FUND #207														
Personal Service	985,000.00								40,000.00	16,500.00				1,041,500.00
Contractual Services	13,450.00	9,225.00												22,675.00
Supply & Materials	59,435.00	4,000.00								16,500.00				79,935.00
Capital Outlay	1,500.00													1,500.00
Total Police Facility Operating Fund	1,059,385.00	13,225.00	-	-	-	-	-	-	40,000.00	33,000.00	-	-	-	1,145,610.00
LAW ENFORCEMENT TRUST FUND #208														
Contractual Service	1,500.00										4,000.00			5,500.00
Supply & Materials	5,500.00													5,500.00
Capital Outlay	37,500.00										(4,000.00)			33,500.00
Total Law Enforcement Trust Fund	44,500.00	-	-	-	-	-	-	-	-	-	-	-	-	44,500.00
EMERGENCY MEDICAL SERVICE LEVY FUND #209														
Personal Service	3,404,000.00		14,275.00						178,000.00				(3,000.00)	E 3,593,275.00
Contractual Services	77,000.00		400.00							(6,000.00)				71,400.00
Supply & Materials	41,800.00		2,350.00							6,000.00			3,000.00	E 53,150.00
Total EMS Levy Fund	3,522,800.00	-	17,025.00	-	-	-	-	-	178,000.00	-	-	-	-	3,717,825.00
MOTOR VEHICLE LICENSE FUND #210														
Street Repair	225,000.00													225,000.00
Total Motor Vehicle License Fund	225,000.00	-	-	-	-	-	-	-	-	-	-	-	-	225,000.00
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211														
Signals & Signs														
Contractual Services	65,000.00													65,000.00
Supply & Materials	25,000.00													25,000.00
	90,000.00	-	-	-	-	-	-	-	-	-	-	-	-	90,000.00
Street Reconstruction														
Contractual Service	200,000.00				-				(40,000.00)					160,000.00
Capital Outlay	1,775,000.00	(475,000.00)			(68,615.00)				(133,905.00)					1,097,480.00
	1,975,000.00	(475,000.00)	-	-	(68,615.00)	-	-	-	(173,905.00)	-	-	-	-	1,257,480.00
Street Construction, Maintenance & Repair														
Personal Service	1,955,800.00								75,000.00					2,030,800.00
Contractual Services	126,350.00											5,000.00		131,350.00
Supply & Materials	521,800.00						150,000.00					(32,105.00)		639,695.00
Capital Outlay	432,400.00	475,000.00							118,905.00			2,105.00		1,028,410.00
Transfer Out	-				184,287.00									184,287.00
	3,036,350.00	475,000.00	-	-	184,287.00	-	150,000.00	-	193,905.00	-	-	(25,000.00)	-	4,014,542.00

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	Approved Amendment Ord #22-119	Approved Amendment Ord #22-145	Approved Amendment Ord #22-173	Approved Amendment Ord #22-180	Approved Amendment Ord #22-188	Proposed Amendment 12/20/2022	Total 2022 Appropriations
Snow Removal														
Personal Service	45,550.00								30,000.00			20,000.00		95,550.00
Contractual Services	20,000.00											5,000.00		25,000.00
Supply & Materials	454,000.00								(50,000.00)					404,000.00
Capital Outlay	-													-
	519,550.00	-	-	-	-	-	-	-	(20,000.00)	-	-	25,000.00	-	524,550.00
Total SCMR Fund	5,620,900.00	-	-	-	115,672.00	-	150,000.00	-	-	-	-	-	-	5,886,572.00
STATE HIGHWAY FUND #212														
Traffic Signals & Marking														
Contractual Services	25,000.00	-	-	-	-	-	-	-	-	-	-	-	-	25,000.00
Street Maintenance & Repair														
Operating Supplies	30,000.00	-	-	-	-	-	-	-	-	-	-	-	-	30,000.00
Snow & Ice Removal														
Supply & Materials	70,000.00	-	-	-	-	-	-	-	-	-	-	-	-	70,000.00
Total State Highway Fund	125,000.00	-	-	-	-	-	-	-	-	-	-	-	-	125,000.00
CITY INCOME TAX FUND #213														
Contractual Services	500,000.00				-	-	-	-	-	180,000.00	-	-	-	680,000.00
Total City Income Tax Fund	500,000.00	-	-	-	-	-	-	-	-	180,000.00	-	-	-	680,000.00
POLICE LEVY FUND #215														
Personal Services	1,130,000.00		(100,000.00)											1,030,000.00
Contractual Services	2,000.00													2,000.00
Capital Outlay	264,500.00		124,720.00											389,220.00
Total Police Levy Fund	1,396,500.00	-	24,720.00	-	-	-	-	-	-	-	-	-	-	1,421,220.00
FIRE LEVY FUND #216														
Personal Service	980,000.00													980,000.00
Total Fire Levy Fund	980,000.00	-	-	-	-	-	-	-	-	-	-	-	-	980,000.00
RECYCLING GRANT FUND #217														
Contractual Services	6,000.00													6,000.00
Total Recycling Grant Fund	6,000.00	-	-	-	-	-	-	-	-	-	-	-	-	6,000.00
OFFICE ON AGING FUND #219														
Personal Services	148,750.00					(26,450.00)			(25,000.00)		(10,000.00)			87,300.00
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					(20,000.00)			3,450.00
Total Office on Aging Fund	209,350.00	7,500.00	-	-	-	-	-	-	(25,000.00)	-	(30,000.00)	-	-	161,850.00
NOPEC GRANT FUND #221														
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
Total NOPEC Grant Fund	140,000.00	(50,000.00)	-	268,500.00	-	-	-	-	-	-	-	-	-	358,500.00

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	Approved Amendment Ord #22-119	Approved Amendment Ord #22-145	Approved Amendment Ord #22-173	Approved Amendment Ord #22-180	Approved Amendment Ord #22-188	Proposed Amendment 12/20/2022	Total 2022 Appropriations
COURT COMPUTER FUND #236														
Contractual Services	5,000.00													5,000.00
Operating Supplies	5,000.00													5,000.00
Capital Outlay	-													-
Total Court Computer Fund	10,000.00	-	-	-	-	-	-	-	-	-	-	-	-	10,000.00
COMMUNITY DIVERSION PROGRAM FUND #237														
Personal Services	3,500.00									2,000.00				5,500.00
Contractual Services	2,000.00													2,000.00
Operating Supplies	450.00													450.00
Capital Outlay				2,500.00										2,500.00
Total Community Diversion Program Fu	5,950.00	-	-	2,500.00	-	-	-	-	-	2,000.00	-	-	-	10,450.00
ENTERPTISE ZONE FUND #239														
Contractual Services	38,800.00										(25,000.00)			13,800.00
Total Enterprise Zone Fund	38,800.00	-	-	-	-	-	-	-	-	-	(25,000.00)	-	-	13,800.00
YMCA SPECIAL REVENUE FUND #249														
Transfers-Out	428,000.00													428,000.00
Total YMCA Special Revenue Fund	428,000.00	-	-	-	-	-	-	-	-	-	-	-	-	428,000.00
LOCAL CORONAVIRUS RELIEF FUND #252														
Personal Service	-	1,667.05												1,667.05
Operating Supplies	-	-												-
Total Local Coronavirus Relief Fund	-	1,667.05	-	-	-	-	-	-	-	-	-	-	-	1,667.05
ARPA FEDERAL FUND #254														
Personal Service	1,574,827.00	-	74,827.43	-					12,574.56					1,662,228.99
Contractual Services	-	-	-	250,000.00										250,000.00
Capital Outlay	-	-	-	-										-
Total Local Coronavirus Relief Fund	1,574,827.00	-	74,827.43	250,000.00	-	-	-	-	12,574.56	-	-	-	-	1,912,228.99
ACCRUED BALANCES FUND #260														
Personal Service	150,000.00				-									150,000.00
Total Accrued Balances Fund	150,000.00	-	-	-	-	-	-	-	-	-	-	-	-	150,000.00
POLICE PENSION FUND #261														
Personal Service	670,670.00				-		-	-	26,500.00	-	-	-	-	697,170.00
Total Police Pension Fund	670,670.00	-	-	-	-	-	-	-	26,500.00	-	-	-	-	697,170.00
FIRE PENSION FUND #262														
Personal Service	782,277.00				-		-	-	74,000.00	-	-	-	-	856,277.00
Total Fire Pension Fund	782,277.00	-	-	-	-	-	-	-	74,000.00	-	-	-	-	856,277.00
GENERAL BOND RETIREMENT FUND #321														
Contractual Services	15,000.00	(15,000.00)												-
Operating Supplies	-	15,000.00												15,000.00
Debt Service - Interest	580,000.00							(15,000.00)						565,000.00
Debt Service - Principal	1,405,000.00						160,000.00							1,565,000.00
Total General Bond Retirement Fund	2,000,000.00	-	-	-	-	-	145,000.00	-	-	-	-	-	-	2,145,000.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

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SPECIAL ASSESSMENT FUND #341														
Contractual Service	2,000.00	(2,000.00)												-
Operating Supplies	-	2,000.00												2,000.00
Debt Service	125,000.00													125,000.00
Total Special Assessment Fund	127,000.00	-	-	-	-	-	-	-	-	-	-	-	-	127,000.00
SERVICE CAPITAL FUND #430														
Capital Outlay	75,000.00	91,715.00												166,715.00
Debt Service	-													-
Total Service Capital Fund	75,000.00	91,715.00	-	-	-	-	-	-	-	-	-	-	-	166,715.00
RECREATION CAPITAL IMPROVEMENT FUND #431														
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
Total Rec Capital Improvement Fund	6,000.00	961,500.00	-	-	33,000.00	-	4,500.00	4,000.00	-	-	-	-	-	1,009,000.00
FUTURE CAPITAL IMPROVEMENT FUND #432														
Professional Services	-													-
Capital Outlay	-													-
Transfers-Out	209,837.00													209,837.00
Total Future Capital Improvement Fund	209,837.00	-	-	-	-	-	-	-	-	-	-	-	-	209,837.00
STORM AND SEWER DRAINAGE FUND #433														
Contractual Services	62,000.00													62,000.00
Capital Outlay	-						45,000.00	58,100.00						103,100.00
Total Storm & Sewer Drainage Fund	62,000.00	-	-	-	-	-	45,000.00	58,100.00	-	-	-	-	-	165,100.00
FIRE CAPITAL IMPROVEMENT FUND #434														
Contractual Service	37,000.00													37,000.00
Operating Supplies	1,000.00													1,000.00
Capital Outlay	131,000.00													131,000.00
Debt Service	107,813.00													107,813.00
Transfer Out	235,838.00													235,838.00
Advance Out	-													-
Total Fire Capital Improvement Fund	512,651.00	-	-	-	-	-	-	-	-	-	-	-	-	512,651.00
YMCA CAPITAL RESERVE FUND #437														
Contractual Services	30,000.00													30,000.00
Capital Outlay	-					30,000.00								30,000.00
Total YMCA Capital Imp Fund	30,000.00	-	-	-	-	30,000.00	-	-	-	-	-	-	-	60,000.00
EXCESSIVE LOAD FUND #444														
Contractual Services	-													-
Capital Outlay	-			-					5,000.00					5,000.00
Total Wallings Road Fund	-	-	-	-	-	-	-	-	5,000.00	-	-	-	-	5,000.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Approved Amendment Ord #22-119	Approved Amendment Ord #22-145	Approved Amendment Ord #22-173	Approved Amendment Ord #22-180	Approved Amendment Ord #22-188	Proposed Amendment 12/20/2022	Total 2022 Appropriations
WATER MAIN FUND #445														
Contractual Services	15,000.00													15,000.00
Operating Supplies	-													-
Capital Outlay	-													-
Total Water Main Fund	15,000.00	-	-	-	-	-	-	-	-	-	-	-	-	15,000.00
YMCA CAPITAL IMPROVEMENT FUND #449														
Contractual Services	-				-	-	-	-	-	-	-	-	-	-
Total YMCA Capital Imp Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ISSUE 1 - SPRAGUE ROAD FUND #451														
Transfer Out	17,887.00													17,887.00
Total Issue 1 - Sprague Rd. Fund	17,887.00	-	-	-	-	-	-	-	-	-	-	-	-	17,887.00
ENERGY CONSERVATION PROJECT CAPITAL FUND #463														
Capital Outlay	-					2,740.61								2,740.61
Total Energy Conservation Project Capit	-	-	-	-	-	2,740.61	-	-	-	-	-	-	-	2,740.61
TRADITIONS AT ROYALTON PLACE TIF #465														
Capital Outlay	250,000.00													250,000.00
Total Traditions at Royalton Place TIF#4	250,000.00	-	-	-	-	-	-	-	-	-	-	-	-	250,000.00
WASTEWATER TREATMENT FUND #551														
Sanitary Sewer Treatment														
Personal Services	1,332,500.00		43,395.00							50,000.00				1,425,895.00
Contractual Services	2,706,700.00	3,500.00	75,000.00	2,717,876.00						(175,000.00)				5,328,076.00
Supply & Materials	475,300.00									125,000.00				600,300.00
Capital Outlay	450,000.00													450,000.00
Advance Out	-													-
Total Wastewater Treatment Fund	4,964,500.00	3,500.00	118,395.00	2,717,876.00	-	-	-	-	-	-	-	-	-	7,804,271.00
WASTEWATER MAINTENANCE FUND #552														
Storm Sewer & Drainage Maintenance														
Personal Service	710,500.00		24,671.00							(65,000.00)	25,000.00			695,171.00
Contractual Services	444,600.00													444,600.00
Supply & Materials	189,500.00													189,500.00
Capital Outlay	640,000.00													640,000.00
Advance Out												100,000.00		100,000.00
Total Stormwater & Drainage	1,984,600.00	-	24,671.00	-	-	-	-	-	(65,000.00)	25,000.00	-	100,000.00	-	2,069,271.00
Wastewater Maintenance														
Personal Service	972,600.00									117,175.00	50,000.00			1,139,775.00
Contractual Services	377,200.00					(100,000.00)				-				277,200.00
Supply & Materials	327,200.00					100,000.00				(24,675.00)				402,525.00
Capital Outlay	203,000.00									(27,500.00)				175,500.00
Total Wastewater Maintenance	1,880,000.00	-	-	-	-	-	-	-	65,000.00	50,000.00	-	-	-	1,995,000.00
Total WW Maintenance Fund	3,864,600.00	-	24,671.00	-	-	-	-	-	-	75,000.00	-	100,000.00	-	4,064,271.00

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	Approved Amendment Ord #22-119	Approved Amendment Ord #22-145	Approved Amendment Ord #22-173	Approved Amendment Ord #22-180	Approved Amendment Ord #22-188	Proposed Amendment 12/20/2022	Total 2022 Appropriations
WASTEWATER DEBT SERVICE FUND #553														
Debt Service	1,165,800.00						105,000.00							1,270,800.00
Total WW Debt Service Fund	1,165,800.00	-	-	-	-	-	105,000.00	-	-	-	-	-	-	1,270,800.00
WASTEWATER REPAIR AND REPLACEMENT FUND #555														
Capital Outlay	-						115,000.00							115,000.00
Transfers-Out	-	-												-
Total WW Repair & Replacem't	-	-	-	-	-	-	115,000.00	-	-	-	-	-	-	115,000.00
OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710														
Personal Services	-													-
Contractual Service	-													-
Other Operating	-													-
Transfer-Out	-													-
Total OGBC Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
IMPROVEMENT HOLDING FUND #763														
Refunds	10,000.00		75,000.00											85,000.00
Total Improvement Holding Fund	10,000.00	-	75,000.00	-	-	-	-	-	-	-	-	-	-	85,000.00
OHIO BOARD OF BUILDING STANDARDS FUND #764														
Other	3,000.00						21,000.00							24,000.00
Total OBBS Fund	3,000.00	-	-	-	-	-	21,000.00	-	-	-	-	-	-	24,000.00
BUILDING CONSTRUCTION BOND FUND #766														
Other	70,000.00				80,000.00		60,036.00		29,500.00		4,300.00	80,000.00		323,836.00
Transfer Out					5,000.00									5,000.00
Total Bldg. Construction Bond Fund	70,000.00	-	-	-	85,000.00	-	60,036.00	-	29,500.00	-	4,300.00	80,000.00	-	328,836.00
OFFICE ON AGING DEPOSITS FUND #768														
Other	500.00													500.00
Total Office on Aging Deposits Fund	500.00	-	-	-	-	-	-	-	-	-	-	-	-	500.00
UNCLAIMED FUNDS #769														
Other	500.00													500.00
Total Unclaimed Funds	500.00	-	-	-	-	-	-	-	-	-	-	-	-	500.00
FUND TOTALS	50,169,440.00	2,424,685.05	331,451.00	3,426,911.00	233,672.00	92,881.69	980,536.00	62,100.00	(692,327.00)	(579,000.00)	249,986.00	180,000.00	-	56,880,335.74

RESOLUTION NO. 22-197

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE FINAL CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR A 10-FOOT-WIDE PATH ALONG THE WEST SIDE OF BENNETT ROAD (C.R. 109) BETWEEN VALLEY PARKWAY AND SOUTH AKINS ROAD, INCLUDING CURB, DRIVEWAYS, CURB RAMPS, DRAINAGE, AND PAVEMENT MARKINGS, LYING WITHIN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: On the 6th day of September, 2022, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of the construction of a 10-foot wide path along the west side of Bennett Road (C.R. 109) between Valley Parkway and South Akins Road, including curb, driveways, curb ramps, drainage, and pavement markings, lying within the City of North Royalton; and

WHEREAS: The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of **One Hundred Ninety Thousand One Hundred and - - - 00/100 Dollars, (\$190,100.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS: The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS: The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

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 estimated sum, of One Hundred Ninety Thousand One Hundred and - - - 00/100 Dollars, (\$190,100.00) is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from Federal funds.

Section 2. The LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

Section 3. The LPA enter into a contract with the State, and that the Mayor be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.

Section 4. The LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

Section 5. 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 6. 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 enter into the final contract with the Ohio Department of Transportation for the construction of a 10-foot wide path along the west side of Bennett Road (C.R. 109) between Valley Parkway and South Akins Road, including curb, driveways, curb ramps, drainage, and pavement markings, lying within the City of North Royalton.

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.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

FISCAL OFFICER'S CERTIFICATE
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$190,100.00** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **Bennett Road**, lying within the corporate limits of the City of **North Royalton**, more particularly described as follows:

The project consists of the construction of a 10-foot wide path along the west side of Bennett Road (C.R. 109) between Valley Parkway and South Akins Road, including curb, driveways, curb ramps, drainage, and pavement markings, lying within the City of North Royalton; and

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the City of **North Royalton**, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume _____, at Page _____,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this _____ day of _____, 20____.

(Fiscal Officer's Seal)
(If Applicable)

Fiscal Officer of the City of
North Royalton, Ohio

C O N T R A C T
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of **North Royalton**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of the construction of a 10-foot wide path along the west side of Bennett Road (C.R. 109) between Valley Parkway and South Akins Road, including curb, driveways, curb ramps, drainage, and pavement markings, lying within the City of North Royalton.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **One Hundred Ninety Thousand One Hundred and - - - 00/100 Dollars, (\$190,100.00).**
5. **The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,

- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

City of North Royalton
14600 State Road
North Royalton, Ohio
44133

Ohio Department of Transportation
 Office of Contract Sales & Estimating
 1980 West Broad Street, 1st Floor
 Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

LOCAL PUBLIC AGENCY
City of North Royalton

Director of Transportation

Mayor

Date

Approved:
Dave Yost
Attorney General of Ohio

By: _____
Corinna Efke
Unit Coordinator, Transportation
Executive Agencies Section

ORDINANCE NO. 22-198

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH STAR2STAR COMMUNICATIONS FOR SOFTWARE AND APPLICATIONS, VOICE AND DATA AND MAINTENANCE FOR THE CITY WIDE INTEGRATED PHONE SYSTEM FOR A MONTHLY SERVICE CHARGE IN AN AMOUNT NOT TO EXCEED \$3,000.00 FOR AN ADDITIONAL 3 YEARS, AND DECLARING AN EMERGENCY

WHEREAS: Council desires to provide reliable and technologically advanced communication services for the City of North Royalton and finds that the proposed agreement with Star2Star Communications will meet those needs; and

WHEREAS: It is therefore necessary to authorize the Mayor to enter into an agreement for these 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 Mayor is hereby authorized to enter into an agreement with Star2Star Communications for software and applications, voice and data and maintenance for the city wide phone system for the City of North Royalton in an amount not to exceed \$3,000.00 per month, 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 an agreement with Star2Star Communications for software and applications, voice and data and maintenance for the city wide phone system for the City of North Royalton.

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

PRESIDENT OF COUNCIL

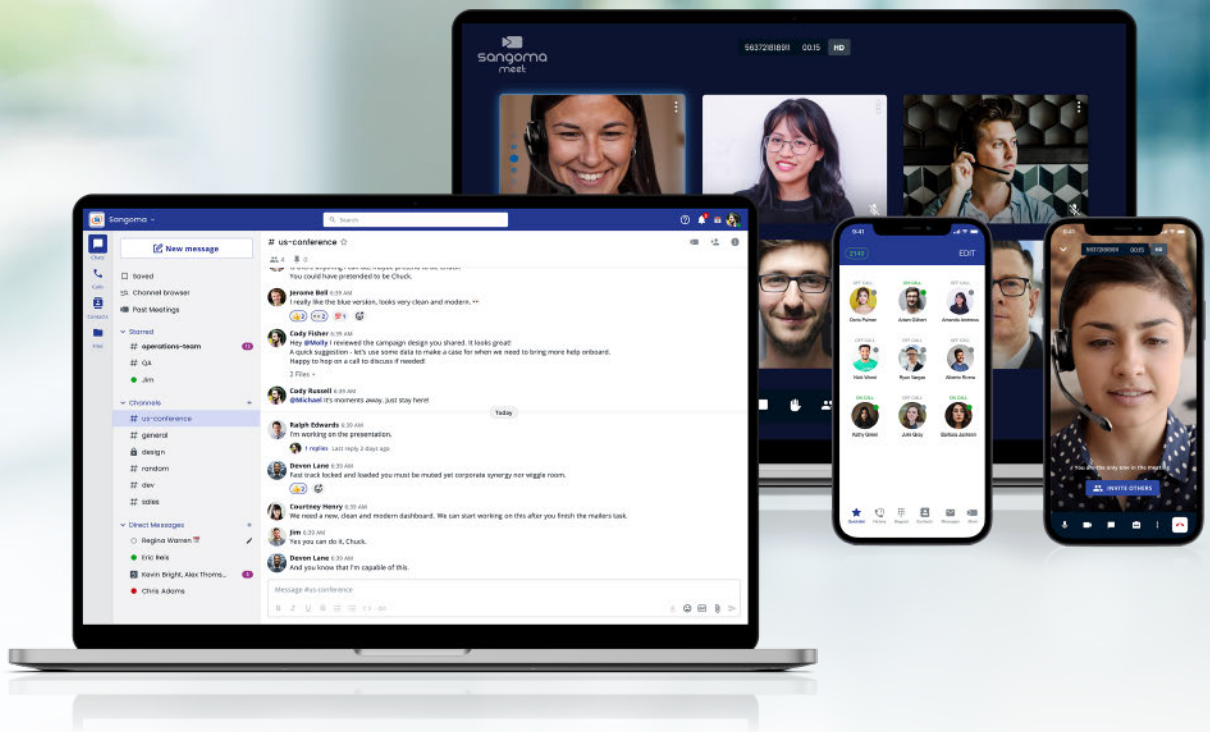
APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



Custom Quote Prepared For: *CoNR*

Partner: Digital Information Services, LLC

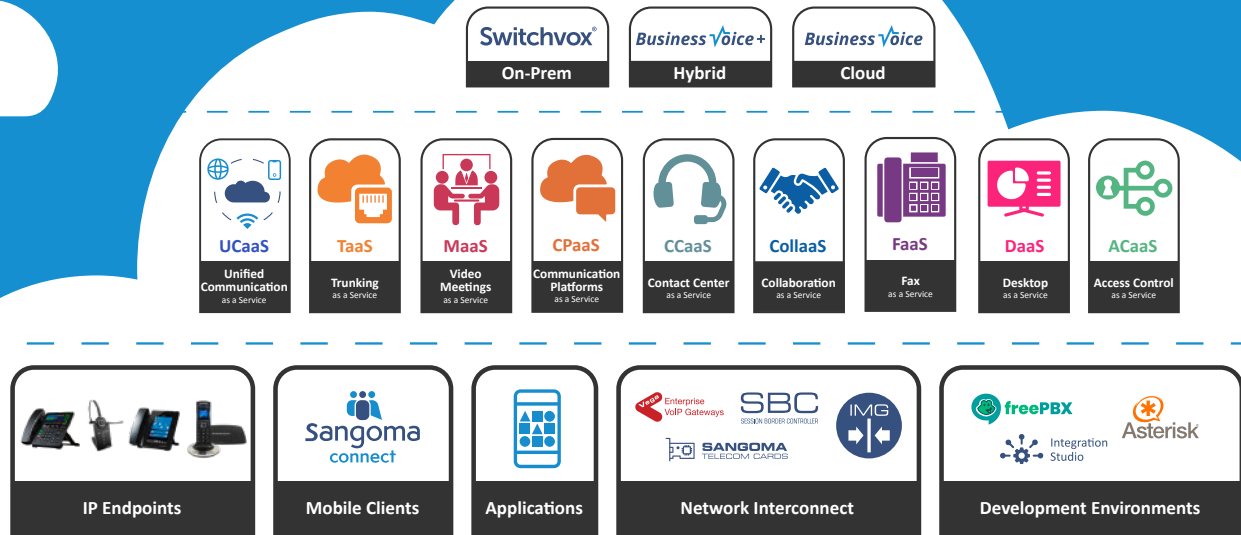
Quote Number: #54663

Date: 12/15/22 3:53:16 PM EST

What Sets Sangoma Apart?

Sangoma is a leading, global Communications as a Service (CaaS) provider that empowers businesses of all sizes to connect to the people and processes that matter. Since 1984, Sangoma has been recognized as a trusted leader in the communications industry and continues to offer a stable, global presence, future-forward vision, and diverse portfolio of solutions, service, and support.

Sangoma's end-to-end solution portfolio includes everything a business needs to thrive, all from a single, integrated provider:



- Unified Communications as a Service (UCaaS)
- Trunking as a Service (TaaS)
- Contact Center as a Service (CCaaS)
- Desktop as a Service (DaaS)
- Communications Platform as a Service (CPaaS)
- Fax as a Service (FaaS)
- Video Meetings as a Service (MaaS)
- Access Control as a Service (ACaaS)
- Integrated Business Phones, Hardware & Accessories
- Custom & Pre-Built Applications
- Network Connectivity Suite
- Open Source Software

Sangoma's solutions are trusted by leading companies around the world, from SMBs to enterprise, and in contact center, carrier networks, and data communication applications. Sangoma customers have the most reliable and flexible business platform on the market with concierge support from the Sangoma team.

Sangoma has been named to such prestigious lists as the Deloitte Enterprise Technology Fast 15, Omdia Top 10 UCaaS Service Provider, and Forbes Most Promising Companies. Recognition of its pioneering innovation in the enterprise cloud market extends to major industry analyst indicators such as being awarded the Frost and Sullivan Best Practices Unified Communications and Collaboration Competitive Strategy Leadership Award and the Gartner Magic Quadrant for UCaaS, Worldwide.

Sangoma Technologies Corporation is publicly traded on the Toronto Stock Exchange under the symbol "STC" and on NASDAQ under the trading symbol "SANG" (TSX: STC; NASDAQ: SANG).



Purchase/Unlimited Quote Summary

Quote Number: #54663 Date: 12/15/22 3:53:16 PM EST

Customer		Partner	
Customer:	CoNR	Company:	Digital Information Services, LLC
Contact:	Brian Beals	Partner:	Robert Najjar
Phone:	440-237-5686	Phone:	(330) 523-7202
Email:	bbeals@northroyalton.org	Email:	s2swholesale@disnow.com
Main Address:	14600 STATE RD, NORTH ROYALTON, OH, 44133-4458	Address:	3691 Shetland Trail, Richfield, OH, 44286
# of Locations:	7	Contract Length:	36 Months

We are pleased to offer you this quote for 7 location(s), 157 extensions, for a term length of 36 months:

ONE-TIME COST:
\$0.00

MONTHLY CHARGES:
\$2,135.33
Plus Estimated Taxes & Fees: \$490.56

Accepted By:

Title:

Print Name:

Date:

IMPORTANT TO NOTE:

- The Term of Service per location is 36 Months.
- Payment of the balance of the One-Time Cost for each location is due 30 days after shipment.
- This Quote/Order is for informational purposes only, is not an offer, must be submitted with an executed Subscription Agreement and may contain promotional discounts that will expire on 12/31/2022. The Subscription Agreement, Related Documents, and any addendum(s) thereto shall govern the contractual relationship of the Parties.
- **Applicable Taxes and Fees (as defined in the Subscription Agreement) are applied to all invoices.**
- Usage and overages will be billed one month in arrears in addition to amounts quoted.
- Paper bill and/or payments by check are available for an additional \$19.99 monthly administration fee per location.
- Monthly invoice(s) may vary based on usage, overages, active telephone numbers, remote fees, StarFax and subsequent add-on orders.
- Manufacturer rebates - Specific phone models may be eligible for rebates from the manufacturer, for more information and eligibility requirements visit <https://www.star2star.com/rebates>.
- Quote valid through 01/14/23.



Purchase/Unlimited Quote Detail

Quote Number: #54663 Date: 12/15/22 3:53:16 PM EST

Non-Recurring Items Description	Qty	Unit Price		Total	
		Non-Recurring	Recurring	Non-Recurring	Recurring
Existing - StarBox® 1000 Voice Optimized SD-WAN - Special Promotional Pricing	6				
Existing - Adopted - Polycom VVX 300 Phone	143				
Existing - Adopted - Polycom IP 5000 Conference Room Speaker Phone	4				
Existing - Snom PA-1 Public Announcement System	6				
Existing - ATA Port	10				
TOTAL					

Monthly Recurring Items Description	Qty	Unit Price		Total	
		Non-Recurring	Recurring	Non-Recurring	Recurring
Unlimited Professional User Extension	1		\$11.99		\$11.99
Unlimited - Courtesy Extension	40		\$7.99		\$319.60
Unlimited - Standard Extension	114		\$14.99		\$1,708.86
Non-Published Local Telephone Number	118		\$0.25		\$29.50
Published Local Telephone Number	5		\$3.99		\$19.95
StarFax Classic	7		\$6.49		\$45.43
Automated Attendant (Included with New Location)	14				
Ring Groups (Included with New Location)	14				
Call Queue (Included with New Location)	7				
TOTAL					\$2,135.33

Provisioning, Installation, & Shipping Description	Qty	Unit Price		Total	
		Non-Recurring	Recurring	Non-Recurring	Recurring
Channel Partner Installation	1	\$0.00		\$0.00	
Channel Partner Configuration	1	\$0.00		\$0.00	
Channel Partner Training	1	\$0.00		\$0.00	
Channel Partner Porting	1	\$0.00		\$0.00	
Provisioning	1	\$0.00		\$0.00	
Shipping	1	\$0.00		\$0.00	
TOTAL					



Purchase/Unlimited Quote Detail

Quote Number: #54663 Date: 12/15/22 3:53:16 PM EST

TOTAL ONE-TIME COST AND MONTHLY CHARGES	\$0.00	\$2,135.33
TOTAL PLUS SECURITY DEPOSIT	\$0.00	\$2,135.33



Purchase/Unlimited Exhibit 1

Quote Number: #54663 Date: 12/15/22 3:53:16 PM EST

Qty	Description	Professionally Installed/ Customer Installed	Equipment Replacement Coverage
6	Snom PA-1 Public Announcement System	Professionally Installed	Covered
10	ATA Port	Professionally Installed	Covered
143	Adopted - Polycom VVX 300 Phone	Professionally Installed	Covered
4	Adopted - Polycom IP 5000 Conference Room Speaker Phone	Professionally Installed	Covered
6	StarBox® 1000 Voice Optimized SD-WAN - Special Promotional Pricing	Professionally Installed	Covered



Purchase/Unlimited Exhibit 2

Quote Number: #54663 Date: 12/15/22 3:53:16 PM EST

Description	Qty	Unit Price Monthly	Total Monthly
Unlimited Professional User Extension	1	\$11.99	\$11.99
Unlimited - Courtesy Extension	40	\$7.99	\$319.60
Unlimited - Standard Extension	114	\$14.99	\$1,708.86
Non-Published Local Telephone Number	118	\$0.25	\$29.50
Published Local Telephone Number	5	\$3.99	\$19.95
StarFax Classic	7	\$6.49	\$45.43
Automated Attendant (Included with New Location)	14	\$0.00	\$0.00
Ring Groups (Included with New Location)	14	\$0.00	\$0.00
Call Queue (Included with New Location)	7	\$0.00	\$0.00
TOTAL			\$2,135.33

STAR2STAR COMMUNICATIONS, LLC AMENDED AND RESTATED COMMUNICATION SERVICES SUBSCRIPTION AGREEMENT FOR EXISTING SUBSCRIBER

"**Subscriber**" hereby accepts this Amended and Restated Communication Services Subscription Agreement ("**Agreement**") and any subsequently executed Additional Location Order(s) with Star2Star Communications, LLC ("**Star2Star**"), which covers Subscriber's existing Star2Star business products and services ("**StarSystem**®"), any newly added components and/or services listed in the attached Quote ("**Quote**"), and any Additional Location(s), as of this Agreement's Effective Date.

1. Agreement Term.

The term (the "**Term**") of this Agreement shall begin on the first day of Subscriber's next billing cycle, or if Subscriber's next billing cycle is within seven (7) days of the Effective Date, the billing cycle thereafter ("**Commencement Date**") and end on the 3rd anniversary of the Commencement Date.¹ This Agreement will automatically renew for successive one-year terms unless canceled in writing by Subscriber at least sixty (60) days but not more than one hundred twenty (120) days prior to the end of the Term or any renewal Term.

2. StarSystem® Components and Installation.

Subscriber's existing StarSystem® and any newly purchased components are described in the StarSystem® Components Table attached as Exhibit 1 to the Quote (collectively the "**StarSystem® Components**"). Any newly purchased StarSystem® Components shown as "Installed" in Exhibit 1 shall be professionally installed at the quoted location(s) by Star2Star or a third-party certified Star2Star installer ("**Installer**"). Any newly quoted location(s) added by this Agreement must be Enabled and Available for use within sixty (60) days of the Effective Date. If a newly quoted location is not Enabled and Available for use within sixty (60) days of the Effective Date it will be deemed Enabled and Available for use on the sixtieth (60th) day² and billed accordingly.

3. Services.

Subscriber has subscribed to services as itemized in the Quote and Monthly Service Fee table attached as Exhibit 2 to the Quote (the "**Services**") for the Term of this Agreement. Any additional Services added by this Agreement must be activated within six (6) months of the Effective Date. If the additional Services are not activated by that time, the Admin Fee will be added to Subscriber's invoice for those Services which are not yet activated. The Admin Fee will be assessed in each billing cycle until all additional Services are activated.

4. All-Inclusive Payment Option Program

If Subscriber's existing StarSystem® Components are rented through Star2Star's All-Inclusive Payment Program, the Services and StarSystem® Components are listed on the Quote as a single, all-inclusive monthly charge, which includes on-premises hardware that Star2Star previously provided. Subscriber's obligations under the previously executed Monthly Payment Option Agreement shall remain for the Term of this Agreement and any renewal Term.

5. Payment for Newly Added StarSystem® Components and/or Services.

As provided in the Quote, Star2Star requires a fifty percent (50%) payment of the "One-Time Cost" upon signing of this Agreement. The balance of the One-Time Cost is due the earlier of (1) thirty (30) days after the date the new StarSystem® Components are shipped; or (2) on the date any new StarSystem® Component is installed.

In the case of the Subscriber leasing any newly added StarSystem® Components from a third-party leasing company, the leasing company is required to pay the amounts above on behalf of the Subscriber under the same terms and the Subscriber is required to fulfill any additional leasing company requirements. Actual invoices may differ from the Quote based upon review of Subscriber's requirements and actual equipment and/or Services provided and inclusion of applicable Taxes and Fees (as defined below).

If Subscriber elects to rent any newly added StarSystem® Components from a third-party rental company, the Services and StarSystem® Components are listed on the Quote as a single, all-inclusive, monthly charge which includes on-premises hardware that Star2Star will provide. The third-party rental company, not Subscriber, will be the owner of all rented StarSystem® Components. Invoicing for the use of the rented StarSystem® Components may come the third-party rental company or Star2Star on behalf of the third party rental company. The third-party rental company may require Subscriber to pay an application fee and/or security deposit. Actual invoices may differ from the Quote for those included Locations based on final requirements, and actual Services and/or StarSystem® Components provided and the inclusion of applicable Taxes and Fees. Pricing shown on a Quote for the rental of the StarSystem® Components assumes Customer has excellent credit. Additional third-party rental agreements are executed as part of the rental program, as determined by the third-party rental company.

6. Subscriber Responsibilities.

Subscriber shall be responsible to continue to supply space, network equipment, network wiring, electrical power, and environmental conditions suitable for, and compatible with, the StarSystem® Components. Except in cases where Subscriber purchases its Internet connection from Star2Star, Subscriber acknowledges and agrees that Subscriber is solely responsible for obtaining its own broadband connection to the Internet of such sufficient quality and bandwidth capacity to support the Services. Subscriber further acknowledges that limited, fluctuating or poor quality bandwidth will impact the quality of the Service. Any technical support provided by Star2Star to troubleshoot bandwidth-related or and voice quality issues that may occur at locations will be charged at then current rates.

7. Monthly Charges.

Monthly charges will continue to be invoiced monthly in advance per location on the same billing cycle. New location(s) will be invoiced beginning on the date the StarSystem® is Enabled and Available for use at the new location(s).

8. Usage Charges.

Usage charges will continue to be invoiced monthly, in arrears. Details on monthly usage charges can be found in the Terms and

¹ If applicable, the Term is extended by number of promotional free months as shown in the Quote.

² In the event the sixtieth day falls on a non-Business Day the Enabled and Available for use date shall be the next Business Day.

Conditions. Subscriber shall have the right within thirty (30) days of the invoice date to increase its Services hereunder rather than pay the burst charges for the immediately prior billing period, provided, however that upon such modification, a subscription agreement of length equal to the original subscription shall be entered into for the additional Services.

9. Taxes and Fees.

Subscriber agrees to pay all applicable federal, state, local and jurisdictional taxes, fees, surcharges and other regulatory and cost recovery fees, mandated or non-mandated, and an e911 service fee ("**Taxes and Fees**"). Subscriber acknowledges that all Taxes and Fees are subject to change without notice during the Term of this Agreement.

10. Monthly Invoices.

Star2Star will deliver monthly invoices in electronic format and requires payment by credit/debit card or by ACH transfer via Star2Star®Pay. If Subscriber desires to receive monthly invoices from Star2Star by traditional mail and/or remit payment by check, Star2Star charges an Invoice Processing and Payment Fee of \$19.99 per invoice/check received for these options. If traditional mail and/or payment by check is elected, or if Subscriber has not registered on Star2Star®Pay and established an AutoPay Authorization, the Invoice Processing and Payment Fee will automatically be added to Subscriber's monthly invoice. If Subscriber elects to remit payment by phone, a separate \$19.99 per payment administrative fee will be added at the time payment is made.

Subscriber is required to pay all non-disputed amounts via Star2Star®Pay. Invoices are due upon receipt of the invoice. If payment of non-disputed amounts is not received by Star2Star within thirty (30) days of the invoice date, Star2Star reserves the right to charge a late fee equal to the lesser of the maximum interest rate permitted by law or 1½ percent per month (18 percent per year) of the total amount not timely paid. Star2Star charges a \$50.00 fee for each NSF check, ACH bounce back or credit card bounce back.

11. Additions to Products and Services; Exchanges.

If Subscriber requests and receives additional hardware, software, licenses, and/or Services after the Effective Date which are not contemplated by this Agreement or a signed addendum to this Agreement, such additions will be governed by this Agreement without the requirement of signing a new agreement, addendum and/or Quote. Subscriber agrees to pay for such additions at Star2Star's then-current rates and such charges shall appear on Subscriber's next scheduled invoice with prorated charges for any partial periods. Subscriber's payment of a modified invoice shall be deemed Subscriber's acceptance of the amounts charged including any price modifications. Component exchanges within thirty (30) days of installation may be allowed, at Star2Star's discretion, less a 15% restocking fee, a \$25 administrative fee, shipping costs and any additional installation costs.

12. Additional Location Order(s)

A location that is not a location included in the Quote can be added to this Agreement ("**Additional Location**") by submitting to Star2Star a signed order stating the Services and/or StarSystem® Components to be provided, and the number of the Additional Location(s) ("**Additional Location Order**"). The Term(s) of the Additional Location(s) shall be that

period stated in the Additional Location Order, and will begin for each Additional Location when the Services are Enabled and Available for use at each Additional Location. If the Services are not Enabled and Available for use at an Additional Location by the sixtieth (60th) day³ following the date of accepting the Additional Location Order, the affected Additional Location(s) will be deemed Enabled and Available for use at that time and billing will commence. The Term(s) shall renew as provided in Section 1. Nothing in this Agreement shall require Star2Star to accept any Additional Location Order.

13. Default.

Star2Star may immediately suspend or terminate the Services, this Agreement and Related Documents (as defined below) without liability for such suspension or termination upon a breach of this Agreement or any of the Related Documents by Subscriber. However, if Subscriber fails to timely pay undisputed amounts when and as due, Star2Star will not terminate the Service for non-payment unless Subscriber fails to pay the past due undisputed amount within seven (7) days of notification by Star2Star.

14. Termination Charges.

Cancellation, termination or default by Subscriber of this Agreement prior to the end of the Term (except as provided in the section above) will result in the immediate acceleration of all charges to be due under this Agreement and any Monthly Payment Option Agreement (the "**Contract Charges**") including recurring Service and a one-time disconnect fee of \$150 per location, from the date of cancellation through the end of the existing Term. Subscriber is also responsible for all prior outstanding balances (including any accrued interest charges), actual usage and associated Taxes and Fees on all amounts due or coming due (the "**Existing Charges**" and together with the Contract Charges, the "**Termination Charges**"). Subscriber hereby authorizes Star2Star to charge/debit Subscriber's authorized payment account for all Termination Charges.

15. Equipment Replacement.

Star2Star provides next Business Day replacement of defective or inoperable components listed as "Covered" in Exhibit 1 (the "**Covered Components**"). If an identical Covered Component is no longer available, Star2Star will provide equipment of a functional equivalent of equal or greater value. Replacement orders will be shipped the same Business Day when the order is received by Star2Star before 3:00 P.M. Eastern Time, for next Business Day delivery to destinations in the continental United States (Alaska, Hawaii, Puerto Rico and Canada may require additional time). Replacement orders received after 3:00 P.M. Eastern Time will be processed on Star2Star's next Business Day. If a Covered Component was not originally provided by Star2Star (Subscriber provided), Star2Star may, at its sole option, replace it with a different brand or model that is functionally equivalent and is of equal or greater value.

Replacement of Covered Components is unconditional and includes acts of God, in which case Star2Star shall be entitled to any insurance proceeds covering the lost or damaged Covered Components. The only exception to this coverage is intentional acts (such as theft) or cases of clear abuse or misuse. If a Covered Component is inoperable, Subscriber should contact its authorized Star2Star reseller to authorize replacement as stated above.

³ In the event the sixtieth day falls on a non-Business Day, the Enabled and Available for use date shall be the next Business Day.

There is no additional charge to Subscriber for replacement or shipping of inoperable Covered Components, except for on-site visit charges, at option of Subscriber, if the Covered Component must be replaced more than thirty (30) days from the date the StarSystem® is installed at Subscriber's location. The replacement component will be shipped preconfigured and plug-and-go ready. A Covered Component that is defective must be promptly returned to Star2Star by Subscriber. All return shipping charges are prepaid by Star2Star. **Failure to return inoperable Covered Components within two (2) weeks of receipt of a replacement will result in Subscriber being charged the Star2Star standard selling price for the replacement component.**

16. 99.999% Voice Services Uptime.

Star2Star guarantees 99.999 percent network reliability for voice service outages. Star2Star shall provide a 200 percent credit to Subscriber's account for the duration of any voice service outage if the cause of a voice service outage is traced to Star2Star's network; more than 15 percent of Subscriber's phones are affected by the interruption; and the outage exceeds 26 seconds in duration (less than 99.999 percent monthly uptime). The credit shall be calculated by dividing the duration of the outage in seconds (less 26 seconds) by the total seconds in the month times the total fixed recurring service charge (excluding Taxes and Fees and, if applicable, monthly component charges times two). The credit shall be applied to the next billing cycle invoice. This guarantee is subject to limitations contained in the Terms and Conditions.

17. Reseller Provided Ancillary Services.

Reseller provided ancillary services included within the Quote can include support services, cloud services and other services (check with your Star2Star authorized reseller for specifics). These ancillary services are separate and apart from the Services and the Components provided by Star2Star. Ancillary services are not covered by Star2Star support, this Agreement or the Related Documents. If Subscriber experiences any problems with or has any questions about the ancillary services, Subscriber agrees to contact its reseller for resolution. Star2Star shall not have any responsibility or liability to Subscriber for any matters related to the ancillary services. Subscriber agrees to hold Star2Star harmless from all claims or losses stemming from the ancillary services.

18. 911 ACKNOWLEDGEMENT.

SUBSCRIBER ACKNOWLEDGES THAT STAR2STAR'S EQUIPMENT, COMPONENTS AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE SUPPORTS 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS. SUBSCRIBER ACKNOWLEDGES THAT IT HAS REVIEWED AND UNDERSTANDS THESE IMPORTANT DIFFERENCES AND THE RELATED LIMITATIONS AND SERVICE REQUIREMENTS SET FORTH AT <http://star2star.com/911.html>. SUBSCRIBER AGREES TO IMMEDIATELY NOTIFY STAR2STAR OF ANY CHANGES TO THE PHYSICAL ADDRESS ASSOCIATED WITH THE STARSYSTEM® BY CONTACTING STAR2STAR AT 941-234-0001 OPTION 4 OR 866-448-0039 OR VIA EMAIL AT SUPPORT@STAR2STAR.COM.

19. DISCLAIMER OF ALL WARRANTIES.

STAR2STAR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE (EVEN IF SUCH PURPOSE OR

USE WAS MADE KNOWN), TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES OR STARSYSTEM® WILL MEET THE SUBSCRIBER'S REQUIREMENTS OR THAT THE SERVICES OR STARSYSTEM® WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

20. LIMITATION ON DAMAGES.

STAR2STAR SHALL NOT BE LIABLE TO SUBSCRIBER OR TO ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES RELATING TO OR ARISING FROM THE SERVICES OR STARSYSTEM®, THE INABILITY TO CONNECT TO 911 EMERGENCY RESPONDERS OR OTHERWISE RELATING TO STAR2STAR'S OBLIGATIONS UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY INCLUDES, WITHOUT LIMITATION, THE COST OF PROCURING SUBSTITUTE OR REPLACEMENT SERVICES, EQUIPMENT OR COMPONENTS, DAMAGES BASED ON LOSS OF REVENUES, PROFITS, OR BUSINESS OPPORTUNITIES AND SHALL APPLY WHETHER OR NOT STAR2STAR HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED AND REGARDLESS OF THE LEGAL BASIS, INCLUDING TORT, USED FOR SUCH CLAIM.

21. LIMITATION ON LIABILITY.

UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF STAR2STAR TO SUBSCRIBER FOR ALL CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE STARSYSTEM® EXCEED, IN THE AGGREGATE, THE TOTAL MONTHLY SERVICE FEES STAR2STAR HAS RECEIVED FROM SUBSCRIBER IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE FIRST ACT, OMISSION OR FAILURE THAT GAVE RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF SUBSCRIBER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

22. Dispute Resolution and Mandatory Arbitration.

Subscriber agrees to first attempt to negotiate in good faith to settle the claim or dispute with Star2Star. If the claim or dispute arising out of or relating to this Agreement cannot reasonably be resolved after good faith negotiations, Subscriber agrees to submit the dispute to final, binding arbitration. Arbitration shall be pursuant to Florida law and shall take place exclusively in Sarasota County, Florida. A more detailed description of the Parties' Agreement to Arbitrate can be found at <http://www.star2star.com/arbitration-policy>.

23. Service Description.

Statements or descriptions concerning the Services, the StarSystem® Components, or the StarSystem®, if any, by Star2Star or its employees or others are informational only and do not modify or amend or otherwise change this Agreement or the Related Documents. By signing this Agreement, Subscriber acknowledges that it is not entitled to rely on any such statements and represents that it has not relied on any such statements when entering into this Agreement, if any, and waives any rights or claims arising from such statements.

24. Modifications.

Subscriber authorizes Star2Star to correct or insert any missing information in this Agreement, Additional Location Order,

and/or any Addenda/Amendments thereto., Additional Location Order, or any Addenda/Amendments thereto. All such changes by Star2Star shall be binding upon Subscriber as if such correct or missing information was originally contained herein. The foregoing shall not give Star2Star the right to change material provisions of this Agreement and is limited to Subscriber information, such as the legal name of Subscriber, title of officer or person signing on behalf of Subscriber and similar information. In the event any corrections or insertions are made by Star2Star pursuant to this paragraph, Star2Star will provide Subscriber with a copy of this Agreement containing the new or additional information. Except as provided in this Section 23, this Agreement may not be modified or changed except in writing signed by both Subscriber and Star2Star. However, the Related Documents may be amended from time to time by Star2Star. Any changes or amendments to the Related Documents will become binding upon Subscriber when posted to the respective web addresses. **Handwritten changes to this Agreement or any Addenda/Amendments thereto by Subscriber shall not bind Star2Star.** The terms of any purchase order or other document submitted to Star2Star for the purchase of a StarSystem® or any add-on order shall not modify or change the terms of this Agreement and shall not be binding on Star2Star.

25. Assignment.

Subscriber may not assign any rights under this Agreement without the written consent of Star2Star. If Star2Star does consent to an assignment, Star2Star charges a \$250.00 administrative fee. Star2Star may assign this Agreement or any of the Related Documents at any time without notice. Such assignment by Star2Star shall not invalidate or render void any contract between Star2Star and Subscriber. This Agreement shall be binding upon the heirs, successors and permitted assigns of the parties and inure to their benefit.

26. Choice of Law.

Florida law governs this Agreement without regard to principles of conflicts of law to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction, and each Party irrevocably submits to the exclusive jurisdiction of the federal courts of the United States of America located in the Middle District of Florida, Tampa Division, or the courts of the state of Florida, located in Sarasota County, Florida, in any suit, action, or proceeding involving this Agreement.

27. Representations of Subscriber.

Subscriber represents to Star2Star that: (1) the individual signing on behalf of Subscriber has all necessary power and authority to enter into this Agreement and to cause the Subscriber to carry out its obligations; and (2) this Agreement constitutes a legal, valid and binding obligation of Subscriber enforceable against Subscriber in accordance with its terms.

28. Electronic Signature(s).

Florida's Uniform Electronic Transaction Act applies to the execution of this Agreement. Consequently, signatures and documents electronically transmitted shall be binding and as valid as originals.

29. Included Documents.

This Agreement includes Exhibit 1, and Exhibit 2 to the Quote, as well as the following documents, all of which are incorporated herein by reference and made a part of this Agreement, collectively referred to as the "Related Documents":

- the Terms and Conditions ("Terms and Conditions") found at <http://www.star2star.com/terms-and-conditions>;
- the Limitations of Emergency 911 Services ("911 Disclaimer") found at <http://www.star2star.com/disclaimer-emergency-911-services>;
- the Software License Agreement ("Software License") found at <http://www.star2star.com/star2star-software-license-agreement>;
- the Customer Proprietary Network Information Disclosure ("CPNI Disclosure") found at <https://www.star2star.com/cpni-disclosure>;
- Agreement to Arbitrate Disputes ("Arbitration Policy") found at <http://www.star2star.com/arbitration-policy>.

In the event of any inconsistent or conflicting term, the order of precedence shall be the Terms and Conditions, the Arbitration Policy, the Monthly Payment Option Agreement (if applicable), this Agreement, any exhibits or attachments to this Agreement, the terms of any add-on orders, the 911 Disclaimer, the CPNI Disclosure and the Software License. Capitalized terms used in this Agreement are used as herein defined and those not defined in this Agreement shall have the meaning as defined in the Related Document. Separate terms and conditions may apply to purchases from a Star2Star authorized reseller.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

*****COMPLETE ALL FIELDS BELOW*****

_____ (*Initials*) BY INITIALING THIS PARAGRAPH SUBSCRIBER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND (I) AGREES TO BE BOUND BY ALL OF THE TERMS OF THE AGREEMENT, INCLUDING ARBITRATION POLICY AND OTHER RELATED DOCUMENTS INCORPORATED BY REFERENCE INTO THIS AGREEMENT; AND (II) REPRESENTS THAT IT WILL USE THE SERVICES AND THE STARSYSTEM® ONLY FOR LAWFUL PURPOSES AND IN ACCORDANCE WITH ALL LAWS, RULES, REGULATIONS, ORDINANCES AND ORDERS, INCLUDING THOSE APPLICABLE TO ROBOCALLS AND CALLER IDENTITY SPOOFING.

BY EXECUTING THIS AGREEMENT AND/OR USING STAR2STAR'S SERVICES, SUBSCRIBER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY ALL OF THE TERMS OF THE AGREEMENT, INCLUDING THE RELATED DOCUMENTS INCORPORATED BY REFERENCE.

"SUBSCRIBER": CoNR

Print Business's Full **LEGAL** Name above, *Including* "Inc.," "Corp.," "Company," "LLC," etc.
as Applicable

Print Any Other Name Under Which Business Operates, Such as a "d/b/a," "fictitious name," etc.
If Not Applicable, Insert "None" in the Blank

Signature of Business's Authorized Representative

Printed Name of Person Signing Above






Title of Person Signing Above as Authorized Representative

_____ the **"Effective Date"**
Today's Date

☐ If Subscriber is tax exempt, check this box and follow the instructions at <https://www.star2star.com/taxexempt>. Taxes and Fees may be charged on all invoices until complete and accurate exemption forms are accepted by Star2Star.

Professional User Extension

The Professional User Extension includes end-to-end business essentials for small to large enterprises in need of comprehensive communications and collaboration solutions.

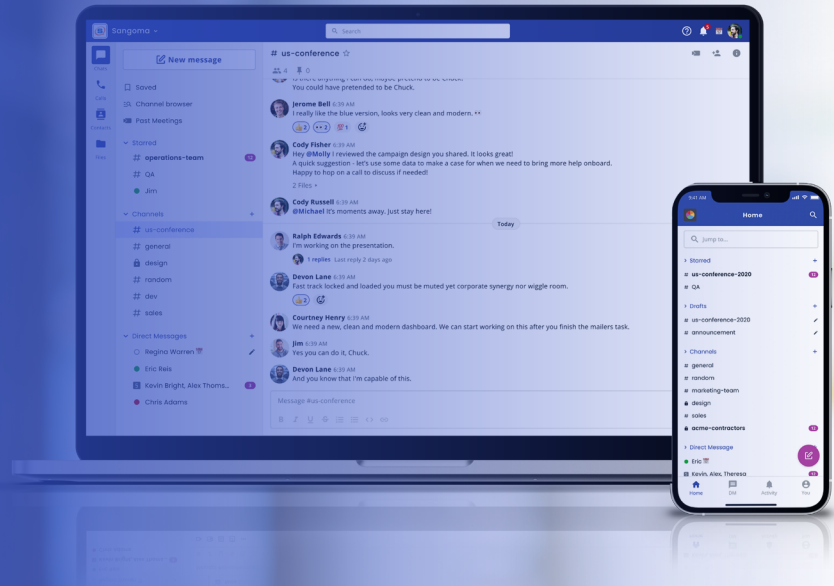
 Business Voice <i>High-quality, reliable enterprise telephony with flexible deployment options</i>	<ul style="list-style-type: none"> » Full unified communication suite with voice, conferencing & reporting » Desktop & mobile softphones » Low cost phone rental options » Includes receptionist console 	<ul style="list-style-type: none"> » Robust auto attendant » Find me/follow me » Key system emulation » Voicemail to email
 Text Messaging <i>Messaging using your business number</i>	<ul style="list-style-type: none"> » Supports desktop & mobile » 1000 Outbound SMS & unlimited Inbound SMS included 	<ul style="list-style-type: none"> » Supports SMS only
 TeamHub <i>Browser based team collaboration solution supporting Chrome, Firefox, Safari, & Edge</i>	<ul style="list-style-type: none"> » Browser based solution » User Preferences/Configuration & Guest User support » Channel and Personal Workspace management » Channel, Direct, & Group Messaging » Video conferencing integration 	<ul style="list-style-type: none"> » Telephony services including 3rd Party Call Control, Settings, & Activity History » Contact Management (Sangoma, Google & Office) » File Management (HubDrive, Gdrive, OneDrive, Dropbox) » Notifications (Desktop & Web) » Search (Basic)
 Sangoma Meet <i>Powerful & secure video meeting service, accessible from any device, anywhere, anytime</i>	<ul style="list-style-type: none"> » Hosts & participants can join from mobile, tablet, desktop & telephone » Record meetings, simultaneous screen sharing & chat 	<ul style="list-style-type: none"> » Personal meeting ID, Lobby Room & moderator privileges » Schedule meetings with Google & Office 365 calendar or Slack integration
 Packaged Applications <i>Automate & streamline workflows to easily connect with your customers, employees & prospects</i>	<ul style="list-style-type: none"> » Employee Alerts: Instantly reach employees during emergency situations via SMS & Email 	

Add-Ons

- » Packaged Apps
 - Urgent Notification
 - Mass Notification
 - CRM Integration
 - Curbside Service
- » Desktop-as-a-Service Deployment
- » Disaster Recovery-as-a-Service
- » SD-WAN
- » PSTN Fax



TeamHub



Nerve Center For Collaboration, Teamwork & Hyper Productivity

TeamHub is the nerve center for collaboration, teamwork, and hyper productivity. It's a one stop shop for all your communication needs.

- » Let go of email with the ability to message in channels and groups. Bring together internal and external members
- » Share and collaborate with files and other content
- » Connect more deeply with video meetings and screen sharing
- » Integrate your toolkit of solutions into one business productivity and collaboration platform

TeamHub Features

- » User Preferences/Configuration and Guest User support
- » Channel and Personal Workspace management
- » Channel, Direct, and Group Messaging
- » Telephony services, Settings, and Activity History
- » Video conferencing integration
- » Contact and File Management



ORDINANCE NO. 22-199

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CT CONSULTANTS, INC., AS CONSULTING ENGINEER TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF NORTH ROYALTON AND TO APPROVE THE REAPPOINTMENT OF JUSTIN HASELTON AS CITY ENGINEER, AND DECLARING AN EMERGENCY

- WHEREAS: The existing agreement with CT Engineering expires on December 31, 2022; and
- WHEREAS: The Mayor has negotiated a new agreement with CT Consultants, Inc., as Consulting Engineer, and with Justin Haselton as City Engineer and now proposes to reappoint them according to the terms set forth in Exhibit A effective January 1, 2023; and
- WHEREAS: Council authorizes the Mayor to execute various contracts and confirms various appointments made by the Mayor; and
- WHEREAS: It is necessary to keep an accurate record of these various appointments.

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 a contract with CT Consultants, Inc., naming said organization as the Consulting Engineer of the City for the purpose of providing consulting engineering services to the city in accord with the terms and conditions as set forth in the contract attached hereto as Exhibit A and which is incorporated herein as if fully rewritten herein.
- Section 2. Council hereby approves of the Mayor’s appointment of Justin Haselton as City Engineer. Mr. Haselton’s compensation shall be as set forth in the contract shown as Exhibit A attached hereto.
- Section 3. Said appointments shall be concurrent with the Mayor's term of office or until such time as a successor has been appointed and confirmed, subject to the terms of the contract.
- Section 4. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.
- Section 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 6. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to execute a contract with CT Consultants, Inc., naming said organization as the Consulting Engineer of the City for the purpose of providing consulting engineering services to the city and to keep accurate public records as to the various appointments made by the Mayor and the dates and terms of said appointments.

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:

**AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON, OHIO
AND CT CONSULTANTS, INC.**

THIS AGREEMENT, made this ____ day of _____, in the year Two Thousand and Twenty-Three by and between the **CITY OF NORTH ROYALTON**, hereinafter called the "CITY" located at 14600 State Road, North Royalton, Ohio 44133 and **CT CONSULTANTS, INC.** whose corporate office is located at 8150 Sterling Court, Mentor, Ohio 44060, hereinafter called the "ENGINEER".

W I T N E S S E T H:

WHEREAS, the CITY wishes to employ a qualified Engineering and Architectural Consulting firm authorized in the State of Ohio to perform the engineering, architectural and surveying services necessary to meet the challenges and needs of this community through the coming years for and on behalf of the CITY as hereinafter set forth; and

WHEREAS, said ENGINEER is authorized to practice engineering, architectural and surveying services in the State of Ohio as required by law, holding valid and current Certificates of Authorization, and desires to perform such services for the compensation hereinafter described; and

WHEREAS, said ENGINEER currently maintains Engineer's professional liability insurance, limits of which are \$5,000,000 per claim; \$5,000,000 policy annual aggregate; and

WHEREAS, the CITY and the ENGINEER desire that a designated representative of the ENGINEER be appointed to serve individually as the City Engineer and provide the services as hereinafter described.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the CITY and ENGINEER agree as follows:

I. RETAINER SERVICES

ENGINEER shall designate and furnish the services of a Professional Engineer to serve the CITY as City Engineer. ENGINEER shall:

1. City Engineer shall be Justin Haselton, PE or other City approved professional engineer and designee, also a professional engineer who will perform all duties and functions that are required to be conducted and assumed by ENGINEER under the laws of the State of Ohio and the Ordinances of the City of North Royalton, Ohio.
2. ENGINEER will be available to meet at mutually agreed upon times at City Hall and/or the City Service Center. Additionally, the ENGINEER or designee shall maintain office hours at North Royalton Service Center for 16 hours per week during which time he will generally perform retainer services. Additionally, as part of the retainer services The ENGINEER or designee shall insure that they are at all times available and accessible to

the Mayor. The intent of the ENGINEER's designee is to duplicate knowledge and services to maintain quality services in the City Engineer's absence.

3. Attendance by the ENGINEER at regular Council, Committee and Planning Commission meetings, and such other public, legislative or administrative meetings as may be requested. He shall represent the CITY to public agencies that, for example, may include but are not limited to the Cuyahoga County Department of Public Works, the Cleveland Division of Water, NEORSD, NOACA, and the State of Ohio. (Attendance at meetings with outside agencies such as NEORSD, NOACA et alia together with actual field work within the city shall be considered in partial satisfaction of the hourly requirement set forth in 2. above.)
4. Preparation, assumed annually, of the OPWC Application for Infrastructure funding including cost estimates as required.
5. Minor consultation, plan approval and site inspection(s) with such authorized representatives of the CITY, providing such consultation requires no preparation of detailed plans, detailed estimates or field investigations.
6. Prepare estimated budgets of engineering and/or technical services in sufficient detail for review and approval.
7. Provide monthly written and verbal reports of progress of improvements under the ENGINEER's charge, stating conditions of same, together with any other matters of interest as desired by the CITY.
8. Field general (non-stormwater related) questions from residents, potential developers, contractors, and permit applicants; provide HOA/developer coordination and payment requests Stormwater related questions/issues shall be directed to the Stormwater Division. Stormwater related matters not addressed by the Stormwater Division shall be addressed under Stormwater Purchase Order in accordance with Article II.13.
9. Review lot splits/consolidations.
10. Maintain and update City Maps (zoning, council, utilities, streets) in AutoCAD.
11. Review resident utility repair permits.

II. SPECIFICALLY AUTHORIZED SERVICES

Engineering work other than that provided for in Retainer Services in Section 1 shall not be undertaken by the ENGINEER unless specifically requested by the Mayor and authorized by purchase order approved by the Director of Finance or separate written contract signed by the Mayor and approved by the Director of Law and the Director of Finance. No other City official has authority to nor shall authorize the ENGINEER to perform additional engineering services.

The ENGINEER will provide services on an hourly basis at rates as prescribed in Exhibit A for authorized services including but not limited to:

1. Research and investigation necessary to compile and produce an inventory of the City's infrastructure including a roadway pavement ratings system, drainage and/or stormwater systems, wastewater collection system and treatment plants; government facilities and buildings; and, to maintain and update as necessary over time.
2. Provide assistance and prepare applications for financial assistance such as those performed for CWD, FEMA, ODOT, OEPA, NOACA, NEORS and/or other public agencies. Services may also include the preparation of preliminary estimates of construction cost and minor engineering details.
3. Provide plan review and consultation services for construction projects being proposed by private developers in the CITY. Reviews and consultation shall be performed with respect to construction standards and methods; and such review shall verify compliance with CITY standards and codes.
4. Provide services to review and assess the water and/or sewer rates when so authorized by the CITY.
5. Prepare annual reports including but not limited to NPDES Phase 2 and detention/retention reports.
6. Furnish land surveys, establish boundaries and monuments, lines, grades, topographies, easements and right-of-way field surveys and related office plotting of notes, computations, descriptions and drafting.
7. Furnish line and grade surveys for the construction staking of public works projects.
8. Furnish the services of a field representative to observe the progress of the Contractor's work on public improvement projects and report to the CITY on the Contractor's compliance and progress.
9. Provide on-site inspection of subdivision improvements according to the subdivision regulations of the Planning and Zoning Code of the City of North Royalton, if requested.
10. Review and approve plans for development projects proposed in the CITY; normally based on a review fee paid to the City by the Applicant or Developer, including determining all bonds and fees for new developments; reviewing and approving survey invoices for footer checks and final grade checks, and review all footer elevation checks.
11. Provide technical and administrative assistance to the City, if needed, for

the operation of the Industrial Pretreatment Program.

12. Provide professional services in connection with assessment projects undertaken by the CITY.
13. The ENGINEER will provide professional services, as directed by the City, offered specifically to address stormwater/drainage matters requiring dedicated time and engineering. These services, provided on an hourly basis pursuant to an annual written authorization/purchase order with a not to exceed budget, will utilize the depth of qualified staff of the ENGINEER

III. PUBLIC IMPROVEMENTS

The ENGINEER shall provide the following professional services on specific public and/or private improvements undertaken in and for the CITY (on a non-exclusive contract basis) only after such services have been authorized by the Mayor or upon approval of City Council:

1. Prepare studies, reports and necessary construction drawings, plans, profiles, technical specifications, contract documents and estimates of cost for public improvements and provide related professional services including; but not limited to, roadways; stormwater drainage systems; water distribution system improvements; wastewater collection system and treatment plant improvements; planning; building projects (architectural services); landscape architectural services; and, recreation/parks/trails improvements and upgrades.
2. Observe and serve as the representative of the CITY in the execution of such public work undertaken by the CITY, pursuant to plans and specifications approved by the CITY. Prepare construction contract documents and assist the City during the public bidding phase relevant to CITY projects and improvements as authorized by the City.
3. Provide services to perform as the CITY's Equal Employment Opportunity Coordinator and/or the Prevailing Wage Coordinator, where applicable, and so authorized by the CITY.
4. Consult with the CITY and act as City's representative as provided in the General Conditions of a construction contract. The extent and limitations of the duties, responsibilities, and authority of the ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of the CITY's instructions to the Contractor will be issued through the ENGINEER, which shall have authority to act on behalf of the CITY in dealings with the Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. ENGINEER shall supervise and direct all Construction Project Representatives and such Construction Project Representatives shall report to and receive their instructions from the ENGINEER relative to the improvements authorized.

5. If requested, provide a full-time, resident project representative and assistant who will act as directed by the ENGINEER in order to provide more extensive representation at construction project sites during the construction phase of any project. The duties and responsibilities of the resident project representative and assistant shall be set forth in Exhibit "B", a copy of which is attached hereto and incorporated herein by reference. The furnishing of such resident project representation shall not make the ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for the Contractor's failure to perform the construction work in accordance with the contract documents.
6. Furnish to the CITY, plans, specifications and estimates of cost of improvements as requested by the City for the information and guidance of contractors dealing with the CITY.
7. Provide other technical or administrative services as may be required and authorized by the CITY in connection with capital improvement projects in the CITY or associated with acting as the CITY representative to outside agencies or public authorities.
8. Provide services in connection with the preparation of record drawings of the work and structures as built based upon data furnished by the Contractor and/or the Construction Project Representative.
9. Plans and specifications, sketches, maps, drawings, linens, plats and similar finished documents prepared for the CITY by the ENGINEER, when completed, shall be deposited with the CITY, and shall belong to and be retained by the CITY as a record of the City of North Royalton. The CITY shall have all property and proprietary rights with respect to such prepared documents. The Engineer agrees to comply with Ohio Public Records Act.

IV. PERFORMANCE BY THE CITY

The CITY without expense to the ENGINEER, will;

1. Make available from its files such data relating to all engineering projects as it has in its possession.
2. Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required by the ENGINEER to perform its services under this Agreement.
3. Give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any defect in any project, so that the ENGINEER may investigate and make recommendations to the CITY.
4. Furnish and bear all costs incident to approvals and permits from all governmental authorities having jurisdiction over any project undertaken hereunder and such approvals and consents from others as may be

necessary for completion of the project.

5. Furnish testing and laboratory inspecting services or utilize the ENGINEER to coordinate and secure these services.

V. INSURANCE & INDEMNIFICATION

The ENGINEER shall comply with all workers' compensation laws of the State of Ohio and shall carry at least the following minimum private insurance coverage:

1. General Liability and Comprehensive Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00 aggregate) for injuries including those resulting in death, to any person, and/or property damage.
2. Said insurance shall be maintained in full force and effect during the life of this Agreement and shall protect the CITY, its employees, agents, and representatives from claims for damages for personal injury and wrongful death and for damages to property proximately caused in the performance of the professional services mutually contemplated by the parties herein arising in any manner from the negligent or wrongful acts, errors or omissions of the ENGINEER, their employees, agents or representatives in the performance of the services under this Agreement.

The ENGINEER hereby agrees to indemnify and hold the CITY harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character proximately caused, in the performance of the professional services mutually contemplated by the parties herein arising out of the acts, errors, omissions and/or negligence of the ENGINEER'S employees, subcontractors, materialmen, agents or others acting in concert with the ENGINEER.

VI. FEES FOR SERVICES

1. As compensation for services provided under Article I (RETAINER), the ENGINEER shall be paid a retainer of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) per month for the first half of 2023 increasing to Eight Thousand Three Hundred Thirty-Three dollars (\$8,333.00) starting July 2023. The retainer includes Sixteen (16) hours of office time in City Hall referenced in Article I. Should the CITY desire additional office hours beyond the 16 hours weekly, with prior approval from the Mayor, the ENGINEER will provide additional office hours at \$90/hour.
2. Fees for services provided by the ENGINEER under Article II (SPECIFICALLY AUTHORIZED SERVICES) of this Agreement shall be paid on an hourly basis per the current Hourly Billing Rate Schedule attached as Exhibit A. The burdened hourly rate includes salaries and wages of personnel plus company overhead and profit. Services for specific tasks shall only proceed upon written authorization and a not to exceed fee.

3. Fees for services provided by the ENGINEER under Article III (PUBLIC IMPROVEMENTS) of this Agreement shall be negotiated on a project-by-project basis. Terms and fees will be negotiated for mutual acceptance by the CITY and ENGINEER based on hourly rates per the current Hourly Billing Rate Schedule attached as Exhibit A. The burdened hourly rate includes salaries and wages of personnel plus company overhead and profit. Services for capital improvement projects shall only proceed upon written authorization and a not to exceed fee.

VII. ADDITIONAL SERVICES

When authorized or directed in writing by the CITY's authorized representative, the ENGINEER shall perform the following supplemental services:

1. Analyze operations, maintenance and overhead expenses; prepare rate schedules, earnings and expense statements, feasibility studies, appraisals and evaluations, detailed quantity surveys of materials, equipment and labor, audits of inventories, and operating or maintenance manuals; and instruct CITY personnel in operating or maintenance techniques.
2. Furnish the services of special consultants.
3. Furnish renderings, exhibits, or models of any part or all of any project.
4. Serve as an expert witness in administrative or judicial proceedings.
5. Travel to places other than the CITY in connection with the performance of supplemental services.

VIII. CONFLICT OF INTEREST

Unless otherwise directed by the CITY, the ENGINEER, including all staff members, shall not be employed or receive compensation from any developer for planning of or in seeking approval of any subdivision or development within the corporate limits of the CITY during the time the ENGINEER is employed as City Engineer.

IX. CONFIDENTIALITY

The ENGINEER shall not, either during or after the term of the Agreement, disclose to any third party, or use for its own benefit, any confidential information relative to the services or the business of the CITY without the written consent of the CITY. The provisions of this section shall survive the satisfaction of the obligations and the completion of the term of this Agreement. The Parties agree and acknowledge that they are obligated to comply with Ohio Public Records Law and the City's Records Retention policy.

X. TERM OF AGREEMENT

The Parties agree to reevaluate the terms and conditions on or before July 1, 2023. If the parties do not provide notice to amend or terminate the agreement at that time, the terms of this Agreement are through December 31, 2023.

This Agreement may be terminated by either party by written notice of intent to terminate thirty (30) days prior to the effective date; said notice shall be delivered by registered mail or certified mail with return receipt requested, or personal service by the party desiring to terminate the Agreement. The Agreement shall remain in full force and effect for such 30-day period, unless mutually agreed otherwise. It is agreed to by both parties that the ENGINEER is permitted to complete projects previously authorized by the CITY. No new engineering work shall be initiated or undertaken by the ENGINEER for plans, specifications and estimates of cost for construction of sewers, water lines, pavements or other major project except by formal authorization from City Council.

IN WITNESS WHEREOF, the parties hereto have set their hands and day and year first above written. The signature of the CITY OF NORTH ROYALTON, OHIO being affixed by its Mayor.

CITY OF NORTH ROYALTON, OHIO

CT CONSULTANTS, INC.

By: _____
Larry Antoskiewicz
Mayor

By: _____
Diane L. Oress, PE
Vice President

APPROVED AS TO LEGAL FORM:

Thomas A. Kelly, Law Director

A schedule of hourly rates by personnel classification is provided as reference. The complexity of a task and/or project may or may not require special expertise; however, our schedule includes those employees with specialized skills available to assist with projects and tasks requested by the City of North Royalton. CT Consultants offers these skills in-house over a wide range of staff so it is difficult to categorize a single hourly rate for each classification. These disciplines include traffic, structural/bridge, environmental, highway, drainage, architectural, landscape architectural, mechanical and electrical, grant writing, surveying, and construction administration and inspection.

2023 Rate Schedule

Classification	Billing Rate (/hr)
City Engineer	\$175*
Principal Engineer	\$175-\$250
Project Manager	\$135-\$200
Project Engineer	\$115-\$165
Senior Structural Engineer	\$186-\$225
Designer 3	\$122-\$150
Engineer 1	\$75-\$100
Engineer 2	\$80-\$115
Engineer 3	\$95-\$140
Engineer Intern	\$40-\$90
Professional Surveyor/Manager	\$115-\$200
Survey Chief	\$100-\$140
One-Person Survey Crew	\$100-\$140
Two-Person Survey Crew	\$170-\$200
GIS Specialist	\$85-\$115
Construction Project Manager	\$100-\$165
Construction Observer	\$80-\$125
Contract Administrator	\$75-\$115
Grants Writers	\$80 - \$150
Planner 3	\$120-\$145
Senior Landscape Architect	\$110-\$165
Landscape Architect	\$90-\$125
Landscape Designer	\$80-\$110

*Applied only for specific project engineering tasks

Rates include all transportation, materials, supplies, reproduction costs, clerical, overhead, etc. required. Rates are firm through 2023 and are subject to adjustment in succeeding years.

EXHIBIT A

ORDINANCE NO. 22-200

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE ACCEPTING THE BID OF LEACH EXCAVATING FOR THE VALLEY LANE FORCE MAIN RELOCATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$67,340.00 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for the Valley Lane Force Main Relocation Project; and

WHEREAS: It has been determined that the bid of Leach Excavating for an amount not to exceed \$67,340.00 is the lowest and best bid; and

WHEREAS: Council desires to accept this bid.

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

Section 1. Council hereby accepts the bid of Leach Excavating for the Valley Lane Force Main Relocation Project for an amount not to exceed \$67,340.00 as the lowest and best bid as outlined in Exhibit A attached hereto.

Section 2. In accordance with Ordinance 22-123, the Northeast Ohio Sewer 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.

Section 3. The Mayor is hereby authorized to enter into a contract with Leach Excavating in a form approved by the Director of Law.

Section 4. The City Engineer is hereby authorized and directed to forward a certified copy of this Ordinance to Leach Excavating and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the bid of Leach Excavating for the Valley Lane Force Main Relocation Project so that this work may commence.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____

DATE APPROVED: _____

ATTEST: _____

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

Bid Opening Report – Apparent Bids**Bid Date: November 29, 2022 @ 12:00 p.m.****210348 – Valley Lane Force Main Relocation - REBID – City of North Royalton, OH****Opinion of Probable Construction Cost: \$90,000.00**

BIDDER NAME	Bond / Check	Addendum Received	Base Bid	Alternate A 8 Inch Conduit, Horizontal Directional Drilling Without Casing
DiGioia-Suburban Excavating, LLC <i>Signed</i>	<i>✓ Rec'd</i>	<i>Acknow ✓</i>	<i>\$ 91,500</i>	<i>\$ 70,000</i>
Leach Excavating <i>Signed</i>	<i>✓ Rec'd</i>	<i>Acknow ✓</i>	<i>\$ 67,340</i>	<i>\$ 59,920</i>
Northeast Ohio Trenching Service, Inc. <i>Signed</i>	<i>✓ Rec'd</i>	<i>Acknow ✓</i>	<i>\$ 98,700</i>	<i>\$ 38,500</i>
S.E.T., Inc. <i>Signed</i>	<i>✓ Rec'd</i>	<i>✓</i>	<i>\$ 95,119</i>	<i>\$ No Alt. Provided</i>

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