

FEBRUARY 2023

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

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

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NORTH ROYALTON CITY COUNCIL
A G E N D A
FEBRUARY 7, 2023

7:00 p.m. Caucus

Council Meeting 7:00 p.m.



REGULAR ORDER OF BUSINESS

- 1. Call to Order.
- 2. Opening Ceremony (Pledge of Allegiance).
- 3. Roll Call.
- 4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: January 17, 2023
 - b. Authorize the Mayor and Service Director to advertise for bids for the 2023 Road Maintenance Program.
 - c. Authorize the Mayor and City Engineer to advertise for bids for the installation of sanitary sewers on York Road (York Road Special Assessment).
 - d. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
- 5. Communications.
- 6. Mayor's Report.
- 7. Department Head Reports.
- 8. President of Council's Report.
- 9. Committee Reports:

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

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

FIRST READING CONSIDERATION

- * 1. 23-10 - A RESOLUTION COMMENDING JACK ANTHONY WEINBERG ON THE ATTAINMENT OF THE RANK OF EAGLE SCOUT.
- * 2. 23-11 - A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF SPENCER LOWE AS A POLICE OFFICER IN THE CITY OF NORTH ROYALTON POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- 3. 23-12 - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 22-181 AS AMENDED BY ORDINANCE 23-04 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.

4. **23-13** - AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR, PURSUANT TO OHIO REVISED CODE SECTION 5705.14, TO EFFECT A TRANSFER OF CERTAIN FUNDS IN THE LAW ENFORCEMENT FUND #208 TO THE GENERAL FUND #101, RELATING TO 2022 RECEIPTS FOR HIDTA OVERTIME REIMBURSEMENTS, AND DECLARING AN EMERGENCY.
5. **23-14** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR) IN THE AMOUNT OF \$200,000 TO FUND THE MEMORIAL PARK ALL-PURPOSE TRAIL-NORTH ROYALTON (PROJECT CUYA-075C), AND DECLARING AN EMERGENCY.
6. **23-15** - A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE FINAL CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO YORK ROAD (COUNTY ROUTE 46) FROM 160 FEET NORTH OF WALLINGS ROAD TO THE NORTH CORPORATION LIMITS, INCLUDING PAVEMENT REPAIR, PLANNING, RESURFACING, AND MARKINGS, LYING WITHIN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
7. **23-16** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) KUBOTA 900 FOR THE NORTH ROYALTON RECREATION DEPARTMENT THROUGH SOURCEWELL COOPERATIVE PURCHASING PROGRAM, VENDOR ABC EQUIPMENT RENTAL AND SALES, FOR AN AMOUNT NOT TO EXCEED \$17,093.64, AND DECLARING AN EMERGENCY.
8. **23-17** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) KUBOTA 1100 WITH CAB FOR THE NORTH ROYALTON RECREATION DEPARTMENT THROUGH SOURCEWELL COOPERATIVE PURCHASING PROGRAM, VENDOR ABC EQUIPMENT RENTAL AND SALES, FOR AN AMOUNT NOT TO EXCEED \$22,226.22, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

RESOLUTION NO. 23-10

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

A RESOLUTION COMMENDING JACK ANTHONY WEINBERG ON THE
ATTAINMENT OF THE RANK OF EAGLE SCOUT

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

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

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

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

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

Section 1. The Council and the Mayor of the City of North Royalton commend Jack Anthony Weinberg on obtaining the rank of Eagle Scout and recognize him for his diligence, determination and dedication in pursuing the highest honor awarded by the Boy Scouts of America.

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

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 23-11

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

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

WHEREAS: The Mayor has appointed Spencer A. Lowe as a Police Officer in the City of North Royalton Police Department; and

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

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

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

Section 1. Council hereby confirms the appointment of Spencer A. Lowe as a Police Officer in the City of North Royalton Police Department, effective February 6, 2023.

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

Section 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to keep accurate public records as to the various appointments made by the Mayor and the date of said appointment.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 22-181 AS AMENDED BY ORDINANCE 23-04 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

WHEREAS: Council wishes to amend the Original Appropriation Ordinance 22-181 as amended by Ordinance 23-04 for the fiscal year ending December 31, 2023 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, 2023, 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	\$	627,050.00	Operating
General Fund	EMS Levy Fund		2,232,000.00	Operating
General Fund	Police Pension Fund		455,000.00	Operating
General Fund	Fire Pension Fund		575,000.00	Operating
General Fund	General Bond Retirement Fund		650,000.00	Debt Service
General Fund	Rec Capital Improvement Fund		65,000.00	Operating
Law Enforcement Fund	General Fund		12,793.00	Operating
YMCA Special Revenue Fund	General Bond Retirement Fund		346,700.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund		209,837.00	Debt Service
Fire Capital Improvement Fund	General Bond Retirement Fund		228,575.00	Debt Service
Sprague Road Reconstruction Fund	General Bond Retirement Fund		17,887.00	Debt Service

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 her 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.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____

DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

City of North Royalton
2023 Budget Amendment Detail - Proposed Budget Amendment 2/7/2023 - Council Meeting

General Fund #101	Police	Contractual Services	\$	12,000	A	\$	370,038.00	Chief Tarase requested \$6,000 for Maintenance of Building (Acct #1014110-42238) and \$6,000 for Equipment Maintenance (Acct #1014110-42241). These increases will be offset from Building/Grounds/Materials and Supplies (Acct #1014110-43327)
General Fund #101	Police	Supply & Materials	\$	(12,000)	A	\$	237,720.00	Offset for Contractual Services Increase
General Fund #101	Parks and Recreation	Capital Outlay	\$	5,355	B	\$	48,730	\$4,030 to purchase Trailer Needed for Spraying Unit for Fields (Since Dump Truck not working properly); \$1,095 Needed for Utility Vehicle - Original Budgeted (Estimated) Amount was \$16,000 but actual cost \$17,093.64; \$230 Needed for Utility Vehicle - Original Budget (Estimated) Amount was \$22,000 but actual cost \$22,226.22.
General Fund #101	City Hall Building	Personal Service	\$	(5,355)	B	\$	294,460	Offset - Parks and Recreation Capital Outlay - Reduction since Additional IT Position Not Filled in January 2023.
General Fund #101	Other General Government	Transfer Out	\$	65,000	C	\$	4,692,050	Transfer to the Rec Capital Improvement Fund (#431) - \$40,000 - Estimated Engineering/Design Costs for Walking Path/Trail (\$40,000) and Estimated Costs to add Electrical Conduit to Walking Path/Trail Project (\$25,000).
Law Enforcement Trust Fund #208	Police	Personal Service	\$	15,000	D	\$	15,000	It has been determined that HIDTA OT Reimbursements should allocate HIDTA OT from the General Fund #101 to the Law Enforcement Trust Fund #208 (Federal Revenue Acct #2083-33105). This is similar to OT Reimbursements occurring in the Enforcement and Education Fund #205. This takes OT that was originally processed in General Fund Police Department Overtime (Acct #1014110-41114) and now re-allocate the OT expenditures when HIDTA reimbursement received to the Law Enforcement Fund #208.
Law Enforcement Trust Fund #208	Police	Transfer Out	\$	12,793	E	\$	12,793	Transfer to General Fund #101 - Due to HIDTA Overtime Reimbursements that were received in 2022. I have been working the GAAP Auditors (Zupka), and they will already include the \$12,792.25 in transfers for the Annual GAAP Statements, but this amendment is necessary to have the cash statements equal the GAAP Statements. There is also a separate ordinance authorizing this transfer since year-end 2022 has been closed (cash-basis).
Court Computer Services Fund #236	Mayor's Court	Operating Supplies	\$	(5,000)	F	\$	-	Offset - Capital Outlay
Court Computer Services Fund #236	Mayor's Court	Capital Outlay	\$	5,000	F	\$	12,500	Monies Needed to Purchase New Computer's For Mayor's Court
Rec Capital Improvement Fund #431	Parks and Recreation	Contractual Services	\$	40,000	G	\$	40,000	Estimated Engineering/Design Services for the Memorial Park Walking Path/Trail
Rec Capital Improvement Fund #431	Parks and Recreation	Capital Outlay	\$	25,000	H	\$	325,000	Electrical Conduit Costs for Memorial Park Waling Path/Trail (Alternative Bid Estimated Cost Added to Original \$300,000 Estimate Included in 2023 Proposed/Approved Budget.
Traditions at Royalton Place TIF #465	General Government	Capital Outlay	\$	126,215	I	\$	376,215	The 2023 Budget Included \$662,747 in Road Reconstruction Acct #2114610-44431 and \$529,397 for Revenue in State/County Intergovernmental Revenue Acct #2113-33401 for a net cost to the SCMR Fund #211 of \$133,350. Legislation being presented authorizing York Road PID #112499 (ODOT) authorizing payment for the City Share totaling \$509,563. The 2023 Budget already had \$250,000 appropriated for Road Reconstruction in the Traditions at Royalton Place TIF Fund #465, so the \$126,215 Amendment brings the total appropriations to \$376,215 which is the difference between the original net cost of \$133,350 and the new invoice amount of \$509,563 (\$509,563 - \$133,350 = \$376,213).

CITY OF NORTH ROYALTON
2023 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Proposed Amendment February 7, 2023	Total 2023 Appropriations
GENERAL FUND				
POLICE DEPARTMENT				
Personal Service	5,089,463.00			5,089,463.00
Contractual Services	358,038.00		12,000.00 A	370,038.00
Supply & Materials	249,720.00		(12,000.00) A	237,720.00
Capital Outlay	30,000.00			30,000.00
Debt Service	147,000.00			147,000.00
Total Police Department	5,874,221.00	-	-	5,874,221.00
ANIMAL CONTROL				
Personal Service	180,620.00			180,620.00
Contractual Services	5,215.00			5,215.00
Supply & Materials	6,763.00			6,763.00
Capital Outlay	2,200.00			2,200.00
Total Animal Control Department	194,798.00	-	-	194,798.00
FIRE DEPARTMENT				
Personal Service	521,655.00			521,655.00
Contractual Services	420,200.00			420,200.00
Supply & Materials	152,700.00			152,700.00
Capital Outlay	8,000.00			8,000.00
Total Fire Department	1,102,555.00	-	-	1,102,555.00
POLICE AND FIRE COMMUNICATIONS				
Personal Service	489,980.00			489,980.00
Contractual Services	813,000.00			813,000.00
Supply & Materials	4,933.00			4,933.00
Capital Outlay	9,500.00			9,500.00
Total Police & Fire Comm	1,317,413.00	-	-	1,317,413.00
STREET LIGHTING				
Contractual Services	115,500.00			115,500.00
Total Street Lighting	115,500.00	-	-	115,500.00
	-			
CEMETERY DEPARTMENT				
Contractual Services	32,300.00			32,300.00
Supply & Materials	228,600.00			228,600.00
Capital Outlay	2,000.00			2,000.00
Total Cemetery Department	262,900.00	-	-	262,900.00
PARKS & RECREATION DEPARTMENT				
Personal Service	686,365.00			686,365.00
Contractual Services	153,600.00			153,600.00
Supply & Materials	147,700.00			147,700.00
Capital Outlay	43,375.00		5,355.00 B	48,730.00
Total Parks & Recreation Department	1,031,040.00	-	5,355.00	1,036,395.00
PLANNING COMMISSION				
Personal Service	93,575.00			93,575.00
Contractual Services	14,600.00			14,600.00
Supply & Materials	1,000.00			1,000.00
Total Planning Commission	109,175.00	-	-	109,175.00
BOARD OF ZONING				
Personal Service	2,935.00			2,935.00
Contractual Services	3,500.00			3,500.00
Supply & Materials	1,200.00			1,200.00
Total Board of Zoning	7,635.00	-	-	7,635.00
BUILDING DEPARTMENT				
Personal Service	855,520.00			855,520.00
Contractual Services	90,100.00			90,100.00
Supply & Materials	17,500.00			17,500.00
Capital Outlay	18,500.00			18,500.00
Total Building Department	981,620.00	-	-	981,620.00
COMMUNITY DEVELOPMENT				
Personal Service	176,299.00			176,299.00
Contractual Services	100,900.00			100,900.00
Supply & Materials	3,750.00			3,750.00
Capital Outlay	-			-
Total Community Development	280,949.00	-	-	280,949.00
RUBBISH COLLECTION				
Contractual Services	1,850,000.00			1,850,000.00
Total Rubbish Collection	1,850,000.00	-	-	1,850,000.00
SERVICE BUILDING AND GROUNDS				
Contractual Services	88,100.00			88,100.00
Supply & Materials	33,000.00			33,000.00
Capital Outlay	35,000.00			35,000.00
Total Service Bldg. & Grounds	156,100.00	-	-	156,100.00
MAYOR'S OFFICE				
Personal Service	284,230.00			284,230.00
Contractual Services	35,000.00			35,000.00
Supply & Materials	2,600.00			2,600.00
Capital Outlay	3,500.00			3,500.00
Total Mayor's Office	325,330.00	-	-	325,330.00

CITY OF NORTH ROYALTON
2023 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Proposed Amendment February 7, 2023	Total 2023 Appropriations
FINANCE DEPARTMENT				
Personal Service	494,915.00			494,915.00
Contractual Services	134,120.00			134,120.00
Supply & Materials	2,150.00			2,150.00
Capital Outlay	10,500.00			10,500.00
Total Finance Department	641,685.00	-	-	641,685.00
LEGAL ADMINISTRATION				
Personal Service	455,110.00			455,110.00
Contractual Services	143,300.00			143,300.00
Supply & Materials	10,000.00			10,000.00
Capital Outlay	6,500.00			6,500.00
Total Legal Administration	614,910.00	-	-	614,910.00
ENGINEERING DEPARTMENT				
Personal Service	102,890.00			102,890.00
Contractual Services	133,600.00			133,600.00
Supply & Materials	4,250.00			4,250.00
Capital Outlay	8,000.00			8,000.00
Total Engineering	248,740.00	-	-	248,740.00
LEGISLATIVE				
Personal Service	352,855.00			352,855.00
Contractual Services	89,430.00			89,430.00
Supply & Materials	13,500.00			13,500.00
Capital Outlay	2,500.00			2,500.00
Total Legislative Activity	458,285.00	-	-	458,285.00
MAYOR'S COURT				
Personal Service	218,965.00			218,965.00
Contractual Services	57,440.00			57,440.00
Supply & Materials	1,100.00			1,100.00
Total Mayor's Court	277,505.00	-	-	277,505.00
CIVIL SERVICE				
Personal Service	5,140.00			5,140.00
Contractual Services	22,300.00			22,300.00
Supply & Materials	100.00			100.00
Total Civil Service	27,540.00	-	-	27,540.00
CITY HALL BUILDING				
Personal Service	299,815.00		(5,355.00) B	294,460.00
Contractual Services	190,550.00			190,550.00
Supply & Materials	23,350.00			23,350.00
Capital Outlay	35,000.00			35,000.00
Total City Hall Building	548,715.00	-	(5,355.00)	543,360.00
OTHER GENERAL GOVERNMENT				
Personal Services	7,500.00			7,500.00
Contractual Services	120,000.00			120,000.00
Supply & Materials	257,250.00	30,000.00		287,250.00
Transfers-Out	4,627,050.00		65,000.00 C	4,692,050.00
Advances-Out	-			-
Total - Other General Government	5,011,800.00	30,000.00	65,000.00	5,106,800.00
TOTAL - GENERAL FUND	21,438,416.00	30,000.00	65,000.00	21,533,416.00
ENFORCEMENT AND EDUCATIONAL FUND #205				
Personal Service	30,000.00			30,000.00
Supply & Materials	6,000.00			6,000.00
Total Enforcement & Education Fund	36,000.00	-	-	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	1,128,900.00			1,128,900.00
Contractual Services	23,800.00	5,000.00		28,800.00
Supply & Materials	80,050.00			80,050.00
Capital Outlay	7,000.00			7,000.00
Total Police Facility Operating Fund	1,239,750.00	5,000.00	-	1,244,750.00
LAW ENFORCEMENT TRUST FUND #208				
Personal Service	-		15,000.00 D	15,000.00
Contractual Service	1,500.00			1,500.00
Supply & Materials	6,050.00			6,050.00
Capital Outlay	37,500.00			37,500.00
Transfer Out	-		12,793.00 E	12,793.00
Total Law Enforcement Trust Fund	45,050.00	-	27,793.00	72,843.00
EMERGENCY MEDICAL SERVICE LEVY FUND #209				
Personal Service	4,031,000.00			4,031,000.00
Contractual Services	78,150.00			78,150.00
Supply & Materials	50,500.00			50,500.00
Total EMS Levy Fund	4,159,650.00	-	-	4,159,650.00
MOTOR VEHICLE LICENSE FUND #210				
Street Repair	225,000.00			225,000.00
Total Motor Vehicle License Fund	225,000.00	-	-	225,000.00

CITY OF NORTH ROYALTON
2023 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Proposed Amendment February 7, 2023	Total 2023 Appropriations
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211				
Signals & Signs				
Contractual Services	70,000.00			70,000.00
Supply & Materials	25,000.00			25,000.00
	95,000.00	-	-	95,000.00
Street Reconstruction				
Contractual Service	100,000.00			100,000.00
Capital Outlay	1,425,000.00			1,425,000.00
	1,525,000.00	-	-	1,525,000.00
Street Construction, Maintenance & Repair				
Personal Service	2,141,465.00			2,141,465.00
Contractual Services	138,550.00			138,550.00
Supply & Materials	689,500.00			689,500.00
Capital Outlay	10,000.00			10,000.00
Transfer Out	-			-
	2,979,515.00	-	-	2,979,515.00
Snow Removal				
Personal Service	80,000.00			80,000.00
Contractual Services	30,000.00			30,000.00
Supply & Materials	459,000.00			459,000.00
Capital Outlay	-			-
	569,000.00	-	-	569,000.00
Total SCMR Fund	5,168,515.00	-	-	5,168,515.00
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	725,000.00			725,000.00
Total City Income Tax Fund	725,000.00	-	-	725,000.00
POLICE LEVY FUND #215				
Personal Services	1,030,000.00			1,030,000.00
Contractual Services	4,000.00			4,000.00
Supply & Materials	2,500.00			2,500.00
Capital Outlay	362,325.00			362,325.00
Total Police Levy Fund	1,398,825.00	-	-	1,398,825.00
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	85,720.00			85,720.00
Contractual Services	58,300.00			58,300.00
Supply & Materials	7,198.00			7,198.00
Capital Outlay	180,316.00			180,316.00
Total Office on Aging Fund	331,534.00	-	-	331,534.00
NOPEC GRANT FUND #221				
Contractual Services	-			-
Capital Outlay	60,000.00			60,000.00
Total NOPEC Grant Fund	60,000.00	-	-	60,000.00
COURT COMPUTER FUND #236				
Contractual Services	5,000.00			5,000.00
Operating Supplies	5,000.00		(5,000.00) F	-
Capital Outlay	-	7,500.00	5,000.00 F	12,500.00
Total Court Computer Fund	10,000.00	7,500.00	-	17,500.00
COMMUNITY DIVERSION PROGRAM FUND #237				
Personal Services	5,500.00			5,500.00
Contractual Services	2,000.00			2,000.00
Operating Supplies	450.00			450.00
Capital Outlay	-			-
Total Community Diversion Program Fu	7,950.00	-	-	7,950.00
ENTERPTISE ZONE FUND #239				
Contractual Services	15,000.00			15,000.00
Total Enterprise Zone Fund	15,000.00	-	-	15,000.00
YMCA SPECIAL REVENUE FUND #249				
Transfers-Out	346,700.00			346,700.00
Total YMCA Special Revenue Fund	346,700.00	-	-	346,700.00
LOCAL CORONAVIRUS RELIEF FUND #252				
Personal Service	-			-
Operating Supplies	-	-		-
Total Local Coronavirus Relief Fund	-	-	-	-

CITY OF NORTH ROYALTON
2023 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Proposed Amendment February 7, 2023	Total 2023 Appropriations
ARPA FEDERAL FUND #254				
Personal Service	-	-		-
Contractual Services	-	-	-	-
Capital Outlay	-	-	-	-
Total Local Coronavirus Relief Fund	-	-	-	-
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	792,671.00			792,671.00
Total Police Pension Fund	792,671.00	-	-	792,671.00
FIRE PENSION FUND #262				
Personal Service	892,678.00			892,678.00
Total Fire Pension Fund	892,678.00	-	-	892,678.00
GENERAL BOND RETIREMENT FUND #321				
Contractual Services	-			-
Operating Supplies	-			-
Debt Service - Interest	479,166.00			479,166.00
Debt Service - Principal	1,382,528.00			1,382,528.00
Total General Bond Retirement Fund	1,861,694.00	-	-	1,861,694.00
SPECIAL ASSESSMENT FUND #341				
Contractual Service	2,000.00			2,000.00
Operating Supplies	-			-
Debt Service	140,163.00			140,163.00
Total Special Assessment Fund	142,163.00	-	-	142,163.00
SERVICE CAPITAL FUND #430				
Capital Outlay	-			-
Debt Service	-			-
Total Service Capital Fund	-	-	-	-
RECREATION CAPITAL IMPROVEMENT FUND #431				
Contractual Services	-		40,000.00	40,000.00
Capital Outlay	300,000.00		25,000.00	325,000.00
Total Rec Capital Improvement Fund	300,000.00	-	65,000.00	365,000.00
FUTURE CAPITAL IMPROVEMENT FUND #432				
Professional Services	-			-
Capital Outlay	500,000.00			500,000.00
Transfers-Out	209,837.00			209,837.00
Total Future Capital Improvement Fund	709,837.00	-	-	709,837.00
STORM AND SEWER DRAINAGE FUND #433				
Contractual Services	68,000.00			68,000.00
Capital Outlay	208,000.00	117,150.00		325,150.00
Total Storm & Sewer Drainage Fund	276,000.00	117,150.00	-	393,150.00
FIRE CAPITAL IMPROVEMENT FUND #434				
Contractual Service	-			-
Operating Supplies	-			-
Capital Outlay	432,000.00			432,000.00
Debt Service	107,813.00			107,813.00
Transfer Out	228,575.00			228,575.00
Advance Out	-			-
Total Fire Capital Improvement Fund	768,388.00	-	-	768,388.00
YMCA CAPITAL RESERVE FUND #437				
Contractual Services	34,000.00			34,000.00
Capital Outlay	30,000.00			30,000.00
Total YMCA Capital Imp Fund	64,000.00	-	-	64,000.00
EXCESSIVE LOAD FUND #444				
Contractual Services	-			-
Capital Outlay	-			-
Total Wallings Road Fund	-	-	-	-
WATER MAIN FUND #445				
Contractual Services	15,000.00			15,000.00
Operating Supplies	-			-
Capital Outlay	-			-
Total Water Main Fund	15,000.00	-	-	15,000.00
YMCA CAPITAL IMPROVEMENT FUND #449				
Contractual Services	-			-
Total YMCA Capital Imp Fund	-	-	-	-
ISSUE 1 - SPRAGUE ROAD FUND #451				
Transfer Out	17,887.00			17,887.00
Total Issue 1 - Sprague Rd. Fund	17,887.00	-	-	17,887.00
TRADITIONS AT ROYALTON PLACE TIF #465				
Capital Outlay	250,000.00		126,215.00	376,215.00
Total Traditions at Royalton Place TIF#4	250,000.00	-	126,215.00	376,215.00
OMNI SLF North Royalton LLC TIF #466				
Capital Outlay	250,000.00			250,000.00
Total OMNI SLF North Royalton LLC TIF	250,000.00	-	-	250,000.00

CITY OF NORTH ROYALTON
2023 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Proposed Amendment February 7, 2023	Total 2023 Appropriations
WASTEWATER TREATMENT FUND #551				
Sanitary Sewer Treatment				
Personal Services	1,469,980.00			1,469,980.00
Contractual Services	2,802,150.00			2,802,150.00
Supply & Materials	657,800.00			657,800.00
Capital Outlay	25,000.00			25,000.00
Advance Out	-			-
Total Wastewater Treatment Fund	4,954,930.00	-	-	4,954,930.00
WASTEWATER MAINTENANCE FUND #552				
Storm Sewer & Drainage Maintenance				
Personal Service	732,220.00			732,220.00
Contractual Services	332,100.00			332,100.00
Supply & Materials	177,500.00			177,500.00
Capital Outlay	110,000.00			110,000.00
Advance Out	-			-
Total Stormwater & Drainage	1,351,820.00	-	-	1,351,820.00
Wastewater Maintenance				
Personal Service	1,299,600.00			1,299,600.00
Contractual Services	327,800.00			327,800.00
Supply & Materials	252,150.00			252,150.00
Capital Outlay	15,000.00			15,000.00
Total Wastewater Maintenance	1,894,550.00	-	-	1,894,550.00
Total WW Maintenance Fund	3,246,370.00	-	-	3,246,370.00
WASTEWATER DEBT SERVICE FUND #553				
Debt Service	1,250,251.00			1,250,251.00
Total WW Debt Service Fund	1,250,251.00	-	-	1,250,251.00
WASTEWATER REPAIR AND REPLACEMENT FUND #555				
Capital Outlay	505,000.00			505,000.00
Transfers-Out	-	-		-
Total WW Repair & Replacem't	505,000.00	-	-	505,000.00
OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710				
Personal Services	-			-
Contractual Service	-			-
Other Operating	-			-
Transfer-Out	-			-
Total OGBC Fund	-	-	-	-
IMPROVEMENT HOLDING FUND #763				
Refunds	85,000.00			85,000.00
Total Improvement Holding Fund	85,000.00	-	-	85,000.00
OHIO BOARD OF BUILDING STANDARDS FUND #764				
Other	5,500.00			5,500.00
Total OBBS Fund	5,500.00	-	-	5,500.00
BUILDING CONSTRUCTION BOND FUND #766				
Other	150,000.00			150,000.00
Transfer Out	-			-
Total Bldg. Construction Bond Fund	150,000.00	-	-	150,000.00
OFFICE ON AGING DEPOSITS FUND #768				
Other	-			-
Total Office on Aging Deposits Fund	-	-	-	-
UNCLAIMED FUNDS #769				
Other	500.00			500.00
Total Unclaimed Funds	500.00	-	-	500.00
FUND TOTALS	53,006,459.00	159,650.00	284,008.00	- 53,450,117.00

ORDINANCE NO. 23-13

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR, PURSUANT TO OHIO REVISED CODE SECTION 5705.14, TO EFFECT A TRANSFER OF CERTAIN FUNDS IN THE LAW ENFORCEMENT FUND #208 TO THE GENERAL FUND #101, RELATING TO 2022 RECEIPTS FOR HIDTA OVERTIME REIMBURSEMENTS, AND DECLARING AN EMERGENCY

- WHEREAS: In 2022, the City received \$12,792.25 in HIDTA Overtime Reimbursement in the Law Enforcement Fund #208; and
- WHEREAS: HIDTA Overtime Reimbursement monies did not get allocated to the Law Enforcement Fund #208; and
- WHEREAS: After further review, it has been determined that overtime should have been allocated from the General Fund #101 to the Law Enforcement Trust Fund #208; and
- WHEREAS: The Ohio Revised Code Section 5705.14 allows for these funds to be transferred upon the concurrence of two-thirds of Council; and
- WHEREAS: All transactions involving transfers of money from a fund other than the General Fund, the City shall have a separate ordinance for approval separate from an ordinance to amend appropriations; and
- WHEREAS: Council desires to allow for this transfer and to grant the Finance Director the authority to make such transfer.

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

Section 1. The Finance Director is hereby authorized, pursuant to ORC 5705.14, to transfer the amount of \$12,792.25 from the Law Enforcement Fund #208 to the General Fund #101, relating to 2022 receipts for HIDTA Overtime Reimbursements and to ensure that the 2022 annual statements are correct and accurate.

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

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Finance Director to transfer funds from the Law Enforcement Fund #208 to the General Fund #101 to ensure that the 2022 annual statements are correct and accurate.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Larry Antoskiewicz

Jenny Esarey

Director of Finance
email:jesarey@northroyalton.org

Finance Department

14600 State Road • North Royalton, OH 44133-4896

Phone: 440-582-6234
Fax: 440-237-0470

Date: January 26, 2023

To: Mayor Antoskiewicz and City Council Members

From: Jenny Esarey, Finance Director

Re: HIDTA Overtime Reimbursement – Transfer Required

This legislation is being presented to Transfer Monies from the Law Enforcement Fund #208 to the General Fund #101 relating to 2022 receipts for HIDTA Overtime Reimbursements.

Per ORC 5705.14, all transactions involving transfers of money from a fund other than the General Fund, the City should have a separate ordinance for approval separate from an ordinance to amend appropriations.

After year-end close 2022, Chief Tarase contacted me regarding the annual Equitable Sharing report that needed to be completed. There was a question regarding the HIDTA Overtime Reimbursements received in the Law Enforcement Trust Fund #208.

I explained to Chief Tarase that in 2022, I questioned why HIDTA Overtime Reimbursement monies did not get allocated to the Law Enforcement Fund #208 like SHEPE and SRAD Grants in the Enforcement and Education Fund #205, and I was told that those monies were to be used for other purchases.

I did not question further since there has never been an allocation of Overtime from the General Fund (#101) Police (Account #1014110-41114) to the Law Enforcement Fund #208, so I just assumed the Police Department was reviewing for annual reporting and all was being monitored properly.

After further review by Chief Tarase, it has been determined that overtime should have been allocated from the General Fund #101 to the Law Enforcement Trust Fund #208.

In 2022, the City received \$12,792.25 in HIDTA Overtime Reimbursement in the Law Enforcement Fund #208.

To ensure that the annual financial statements are correct and accurate, I have discussed this with the 2022 GAAP Auditors (Zupka), and they will include the \$12,792.25 in transfers in the Annual GAAP Statements. A transfer is also required in the cash statements (City Statements) to have the cash statements reflect balances properly.



City of North Royalton

Mayor Larry Antoskiewicz

Jenny Esarey

Director of Finance
email:jesarey@northroyalton.org

Finance Department

14600 State Road • North Royalton, OH 44133-4896

Phone: 440-582-6234
Fax: 440-237-0470

The legislation being presented is to authorize the transfer of \$12,792.25 from the Law Enforcement Fund #208 to the General Fund #101 since the overtime expenditures occurred and were expensed in Acct #1014110-4114 in 2022. The monies received in Law Enforcement Fund #208 were deposited into Account #2083-33105 and Account #2083-36106 to reimburse the City for the overtime expenses incurred.

The accounts to be approved as part of this transfer are as follows:

- Expense – Transfer Out – Account #2084110-49101
- Revenue – Transfer In – Account #1013-39131

Please note that a budget amendment is also being included for this transaction, along with an additional increase to Personal Services for Law Enforcement Fund #208 to properly allocate overtime expenditures from the General Fund (#101) to Law Enforcement Fund (#208) in 2023 relating to HIDTA Overtime Reimbursements.

I appreciate your review of this, and please feel free to contact me with any questions.

Thank you!
Jenny

ORDINANCE NO. 23-14

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

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR) IN THE AMOUNT OF \$200,000 TO FUND THE MEMORIAL PARK ALL-PURPOSE TRAIL-NORTH ROYALTON (PROJECT CUYA-075C), AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton applied for a Capital Improvement Community Park, Recreation/Conservation Project Pass-Through grant award; and

WHEREAS: Said award was approved by the Ohio Department of Natural Resources (ODNR); and

WHEREAS: This grant money will be used to fund the Memorial Park All-Purpose Trail-North Royalton (Project CUYA-075C); and

WHEREAS: Council wishes to authorize the Mayor to enter into this grant agreement.

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

Section 1. Council hereby authorizes the Mayor to enter into a grant agreement with the Ohio Department of Natural Resources (ODNR). in the amount of \$200,000.00 to fund the Memorial Park All-Purpose Trail-North Royalton (Project CUYA-075C), 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 grant agreement with the Ohio Department of Natural Resources (ODNR). in the amount of \$200,000.00 to fund the Memorial Park All-Purpose Trail-North Royalton (Project CUYA-075C).

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:

**Capital Improvement Community Park, Recreation/Conservation Project
Pass-Through Grant Agreement
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass-Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code ("R.C.") and House Bill No. 687, 134th General Assembly of the State of Ohio and the City of North Royalton, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals, and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand-delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

ODNR Contact: Teresa Goodridge Program Manager Ohio Department of Natural Resources Office of Real Estate & Land Management 2045 Morse Road, Building E-2 Columbus, Ohio 43229 Teresa.Goodridge@dnr.ohio.gov	Grantee Contact: Thomas Jordan Community Development Director City of North Royalton 14600 State Road North Royalton, OH 44133 tjordan@northroyalton.org
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Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgment of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

WHEREAS, pursuant to House Bill No. 687, the 134th General Assembly of the State of Ohio has appropriated funds in the amount of Two Hundred Thousand Dollars (\$200,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described as 'Memorial Park All-Purpose Trail-North Royalton', (hereinafter referred to as the "Project"). Furthermore, \$4,000.00 of the total Project appropriations will be used by ODNR for the administration of the Project. The Project reference number is **CUYA-075C**; and

WHEREAS, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under R.C. § 154.22(F), as the fund from which these monies will be disbursed; and

WHEREAS, pursuant to R.C. Chap. 154 and Article VIII, Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the

"Treasurer") for the purpose of paying the "costs of capital facilities" including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping, and furnishing capital facilities for parks and recreation, all as defined and described in R.C. § 154.01(K). A portion of those Bonds proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations, and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW THEREFORE, for the purposes of providing the funds to Grantee pursuant to House Bill No. 687 of the 134th General Assembly, the parties hereto covenant and agree as follows:

- 1. Funding Amount.** ODNR agrees to provide the Grantee One Hundred Ninety-Six Thousand Dollars (\$196,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Four Thousand Dollars (\$4,000.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative costs. In no event shall ODNR's payment to Grantee exceed One Hundred Ninety-Six Thousand Dollars (\$196,000.00). Funds for this Project have been released by the Controlling Board as of _____ and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of R.C. § 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
- 2. Project Description.** The Grantee shall use the grant funds for 'Memorial Park All-Purpose Trail-North Royalton', a project to construct 10-foot-wide all-purpose trail at Memorial Park in North Royalton, OH, all as more fully described in Exhibit A attached hereto.
- 3. Effective and Termination Dates.** This Agreement shall commence on the date that it is signed by ODNR (the "Effective Date") and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of the payment of the final Project reimbursement (or Project acquisition if the Project is solely for the acquisition of real property) ("Project Closeout"); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). Grantee shall complete the Project on or before June 30th, 2024.
- 4. No Restrictions of Record.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record or otherwise with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described in the Boundary Map attached hereto as Exhibit B, on which the Project will be located and developed as a public parks and recreation or conservation facility (the "Property") except for those restrictions permitted below. Grantee represents that it is the fee simple owner, or has a lease, exclusive easement, or cooperative use agreement with a term longer than the Term hereof, on the Property and that the only restrictions of record, or otherwise, with respect to the Property are: (a) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property, (b) dedicated public rights-of-way identified on Exhibit B, Boundary Map, and (c) the encumbrances, items, and other matters identified in Exhibit C, Title Encumbrances. Grantee hereby represents and warrants that there are not now, and shall not cause there to be, any restrictions with

respect to the Project or Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the Property as a public park, recreation facility, or conservation facility.

5. **Construction Services.** Grantee represents that it will contract for all construction services for the Project and will provide for construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline. Grantee shall comply with all applicable federal and state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions may not be acceptable.
6. **Operation, Maintenance, and Upkeep.** Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term. Failure to comply with this provision or any other provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x), the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds, over (y), the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").
7. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

8. **Conveyance of Interest in Project to ODNR.** As security for the performance of Grantee's obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by Grantee. This interest shall remain in effect during the Term of this Agreement. Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR

has entered into a lease with OPFC relating to the Bonds and the Project; provided that, so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use of the Property. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

9. **Prohibition Against Disposition.** Grantee shall not dispose of all or any part of the Project or Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission
30 East Broad Street, 34th Floor
Columbus, Ohio 43215
Attn: Assistant Secretary

10. **Joint or Cooperative Use Agreement.** If the Property is owned by a separate nonprofit organization and made available to a state agency for its use or benefit, the nonprofit organization must either own, or have a long-term lease (for at least so long as the latest Bond issuance funding or refinancing of the Project have not been paid in full) of, the Property or other capital facility to be improved, renovated, constructed, or acquired and enter into a joint or cooperative use agreement, with and approved by the state agency that meets the requirements of H.B. 687, 134th General Assembly.

11. **Liability; Waiver of Liability.** Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement or the Project. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer, or any department, agency, or official of the State in the case of claim or suit arising from the Project including the acquisition of the Property or any future condition, construction, operation, maintenance, or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.

12. **Insurance.**

- a. **Adequate Insurance.** Unless otherwise agreed to by ODNR in writing, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including casualty insurance, and if applicable, professional liability insurance, and builder's risk insurance, to insure ODNR, OPFC, the Treasurer, and the State in an amount and

type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury, and employer's liability exposures of Grantee. Unless otherwise agreed to by ODNR in writing, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.

- b. Self-Insurance. Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer, and the State as additional insureds and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under R.C. §§ 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements set forth herein.
13. **Bonded and Insured Employees and Agents**. Prior to any advance (but not reimbursement) payments by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing advanced funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.
14. **Public Funds Compliance**. Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with R.C. Chap. 135.
15. **Reports and Records**. Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR, and OPFC for a period of not less than eighteen (18) years after the date of Project Closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, disbursement details (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during, and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be borne exclusively by, and paid solely by, Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time.
16. **Restrictions on Expenditures**. Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with the same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.
17. **Determination of Ineligibility**. If it is determined by any audit by the Auditor of State or any department, agency, or official of the State or other agency or entity with legal audit authority that

any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.

18. **Equal Opportunity Compliance.** If Grantee is a political subdivision, Grantee shall comply with the requirements of R.C. § 125.111 for all contracts for purchases under the Project.
19. **Real Property Acquisition.** All appropriations of real property for the Project by Grantee shall be made pursuant to R.C. §§ 163.01 to 163.22, except as otherwise provided in R.C. Chap. 163.
20. **Prevailing Wage.** Except as provided in R.C. § 4115.04, monies appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in R.C. § 4115.03, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in R.C. § 4115.04. Nothing in this section affects the wages and salaries established for state employees under R.C. Chap. 124, or collective bargaining agreements entered into by the State under R.C. Chap. 4117, while engaged on force account work, nor does this section interfere with the use of inmate and patient labor by the State.
21. **Project Nondiscrimination.** Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap, or disability on the same terms and conditions.
22. **Employment Nondiscrimination.** Pursuant to R.C. Chap. 4112, Grantee agrees that Grantee and any person acting on behalf of Grantee or a contractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform services relating to the Project. Grantee further agrees that Grantee and any person acting on behalf of Grantee or a contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of services relating to the Project on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry. If required by R.C. § 125.111(B) and O.A.C § 123: 2-3-02, Grantee shall have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division demonstrating compliance with affirmative action program requirements.
23. **ODNR Right to Terminate.**
 - a. **Breach; Notice.** ODNR reserves the right to terminate this Agreement upon written notice to Grantee and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein.
 - b. **Opportunity to Cure.** ODNR, in its sole discretion, may permit Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not waive any of its rights and remedies provided to ODNR in this Agreement or as may be permitted by law.

24. Legal, Federal Tax, and Other Compliance.

- a. Reports of Expenditures. Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the legislation containing the appropriation, and R.C. Chap. 154 and all other laws that apply to the expenditure of monies by Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.
- b. Compliance with Employment Laws. Grantee agrees to comply with all applicable federal, state, and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act, and Ohio unemployment compensation law.
- c. Compliance with Law; Preservation of Tax-Exempt Status of Bonds. Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

25. Relationship of Parties.

- a. Expenses. Grantee shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any, unless payment for any such item is specifically provided for herein or in the purchase order.

- b. No Control Over Means and Methods. While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.
 - c. Right to Bind. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
 - d. No Agency. Neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.
26. **No Finding for Recovery**. Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
27. **Qualification to Receive Grant**. Grantee affirms that it is a duly authorized federal government agency, municipal corporation, county, or other governmental agency or nonprofit organization, qualified to receive grants under R.C. § 154.22(F). Grantee further affirms that if at any time during the Term of this Agreement, Grantee for any reason becomes disqualified from receiving grants under R.C. § 154.22(F), Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law.
28. **Campaign Contributions**. Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13.
29. **Ethics Certification**. Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in R.C. Chap. 102 and in R.C. §§ 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
30. **Certification of Funds / Non-Appropriation**. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § 126.07, have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that ODNR gives Contractor written notice that such funds have been made available to ODNR by ODNR's funding source.

31. **Time Is of The Essence.** Time is of the essence in this Agreement.

32. **Miscellaneous.**

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. Conflict with Exhibits. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- f. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- g. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- h. Execution. This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN TESTIMONY WHEREOF, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

CITY OF NORTH ROYALTON

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **CUYA-075C_**

I, _____, acting as attorney for the
Name and Title of Attorney
_____, ("Grantee"), and for the reliance of the
Name of Grantee

Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park Recreation or Conservation Project, Pass-Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, ☐ has ☐ has not* been authorized by the governing body of Grantee or has otherwise been authorized by Grantee's charter. (Resolution or Ordinance No. _____, dated _____, 202__).

*If "has not" is checked above, please indicate the reason: _____

Attorney for Grantee:

Attorney Signature

Attorney Printed Name

Attorney Registration No.

Date Signed

Attorney Address: _____

EXHIBIT C
TITLE ENCUMBRANCES

Encumbrances DO NOT Exist:

I hereby certify, as an authorized representative of City of North Royalton ("Grantee"), that there are currently **NO** encumbrances, liens, easements, or restrictions against the Property defined in this Agreement.

Signature of Authorized Representative

Title

Printed Name

Date

Encumbrances DO Exist:

I hereby certify, as an authorized representative of City of North Royalton ("Grantee"), that the following encumbrances, liens, easements, or restrictions are the only encumbrances, liens, easements, or restrictions that currently exist against the Property defined in this Agreement (attach an additional page, if needed):

*Example: Easement by and between [Name of Grantee] and _____ dated _____ and recorded at
Official Record # _____ (Vol. # _____ of Page # _____) of [Name of County] County, Ohio.*

1	
2	
3	
4	
5	

Signature of Authorized Representative

Title

Printed Name

Date

EXHIBIT A

PROJECT INFORMATION PACKAGE

Forms and requested materials (maps, etc.) on pages 2-13 comprise the 'Project Information Package. Please complete all forms on pages 2-13 and send with all other requested materials on pages 2-13 (only) to the address below. This is the first step in the Project coordination process.

Teresa Goodridge
ODNR
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229-6693
614-265-6396



BASIC INFORMATION

Awarded Project Sponsor: City of North Royalton

Project Sponsor's Address: 14600 State Road

Street Address 1

Street Address 2

North Royalton, Ohio 44133

City, State ZIP

Tax Identification Number: 34-600-2054

Contact Person: Thomas Jordan

Community Development Director

Name

Title

Email Address: tjordan@northroyalton.org

Phone Number: 440-237-5484

Brief Description of Project:

The funds will be used to install a 10 foot wide All Purpose Trail that will meet ADA requirements. The funds will be used to install stone, concrete and asphalt and regrade any required areas. The proposed 10 foot wide trail will access and surround the entire park and will also include exercise stations.

EXHIBIT B



Project Sponsor – CITY OF NORTH ROYALTON

Project Title – MEMORIAL PARK ALL-PURPOSE TRAIL

SCALE 1" = 200' NORTH

Tom Jordan Community Development Director

LICENSE AND JOINT USE AGREEMENT

This License and Joint Use Agreement is made this 9th day of January, 2018, by and between the City of North Royalton, a municipal corporation organized under the Constitution and laws of the State of Ohio, hereinafter "City," and the North Royalton Board of Education School District, a school district and political subdivision of the State of Ohio, hereinafter "District."

Whereas the City and District have determined that the sharing of various recreation facilities will be mutually beneficial. The District will save the expense of land acquisition while the City will save the expense of renovation and maintenance of the recreational facilities.

Whereas the City owns various real properties within the City of North Royalton which are designed and used for recreation purpose, specifically, tennis courts, soccer fields and baseball fields located at or near Memorial Park.

Whereas the City and the District have historically entered into various lease agreements for the joint use of the recreational facilities and desire to continue the sharing of various recreational facilities.

The Parties therefore agree as follows:

Section 1. PREMISES

City agrees to extend a grant to the District a license and joint use of the following recreational facilities and premises located at ppn 487-08-047, North Royalton, Ohio:

- a. The tennis courts (Memorial Park),
- b. Baseball fields (Memorial Park), and
- c. soccer fields (Memorial Park)

As more fully described in Exhibit A attached and incorporated herein in their present condition for recreation purposes.

Section 2. TERM

The term of this License and Joint Use Agreement shall be for eighteen (18) years or the useful life of the recreational facilities, whichever occurs first.

The Parties further acknowledge and agree that if at any time during the term of this Agreement, the City determines that the facilities and premises are needed solely for City purposes, the City may terminate the Agreement by giving written notice to the District, and the Agreement shall immediately cease and terminate within 60 days of notice.

Section 3. USE

The District agrees that it will use and occupy the City's facilities for the District's curricular and extra-curricular recreational purposes and ancillary or related purposes only. At all other times, the Premises shall be available for use by the general public under the rules of conduct and operation established and enforced by the City. The District agrees and acknowledges that the City's property is, or may be, under the requirement of the Federal Land Water Conservation Fund Ct. (P. 88-578), and must be open and available to the public at reasonable times.

The District Athletic Director will meet prior to each athletic season (fall, winter, spring, and summer) with City Recreational Director and develop a schedule of proposed use dates and times. The Parties shall use their best effort to assist in meeting the District's recreational needs and schedules.

District agrees it will use the Premises in a safe and reasonable manner and that no nuisance or waste shall be permitted nor committed upon the Premises during the term of this Agreement.

Section 4. REPAIRS AND MAINTENANCE

The District, pursuant to its prior Agreement for the use of the Premises agreed to maintain and repair the recreational facilities and premises. The District shall at its sole cost and expense, improve, pave, keep, and maintain the Premises and facilities, including but not limited to, the tennis courts, including basketball court area, baseball fields and soccer fields, in good condition and repair, including but not limited to, structures, building, and grounds, during the term of the License and Joint Use Agreement. The Parties agree and acknowledge that the District as part of its repair and maintenance obligation is not required to maintain or repair the lighting located at Memorial Park.

Prior to or at the commencement of this Joint License Agreement, the District shall repair the tennis courts, specifically resurfacing the tennis and basketball court and repair/replace all fencing.

The District agrees and acknowledges that all repair, improvements, and renovations of the Premises must be submitted to the City for prior review and approval. The District shall cause all such improvements and construction work to be performed in compliance with all applicable laws, building and zoning regulations, city policies or requirements, and furthermore performed in a good and workmanlike manner.

The District will assure City that payment for any improvements, construction or repairs will be made by District and District hereby completely and fully indemnifies City against any other mechanic's lien or other lien or claim in conjunction with the making of the repairs, renovations, improvement or otherwise.

Section 5. INSURANCE AND INDEMNIFICATION.

The District shall, at its sole cost and expense, during the term of this Agreement, maintain for the mutual benefit of the City, as a named insured, and the District, general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises, such insurance to afford protection to the limits at all times to have a limit of liability of not less than:

General Liability of \$1,000,000 each occurrence/\$2,000,000 aggregate
Umbrella Liability: \$10,000,000.00 per occurrence/\$10,000,000.000 aggregate.

Total Limits of \$11,000,000/12,000,000

District agrees that it will hold City harmless from and against any and all claims, actions, damages, liability and expenses arising or occurring from District's use or in connections with loss or damage to property or injury or death to persons occurring on or about or arising out of the Premises or the construction of changes or alterations thereon.

Section 6. VACATION OF PREMISES.

District shall deliver up and surrender to City possession of the Premises upon the expiration of this Lease in good condition and repair.

Section 7. REPRESENTATION BY CITY.

District is fully familiar with the physical condition of the premises. City has made no representations of whatever nature in connection with the conditions of the Premises or any part thereof, and City shall not be liable for any latent or patent defects therein.

Section 8. NOTICES.

Any notices or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given in person or by mailing such notices or consent to the following:

City: Mayor at North Royalton City Hall
Board of Education: Superintendent at Board of Education Offices.

Section 9. INVALIDITY OF PARTICULAR PROVISIONS.

If any covenant, agreement or condition of the Agreement where the application thereof to any person, firm or corporation or to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this License and Joint Use Agreement, or the application of such covenant, agreement or condition to persons, firms or corporations or to circumstance other than those as to

which it is invalid or unenforceable, shall not be affected thereby. Each covenant, agreement or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 10. ASSIGNMENT AND SUBLETTING.

District shall have no right to assign this License and Joint Use Agreement or any right, title, interest, in whole or in part, or to sublet all or any part of the Premises, without the express prior written approval of City.

On behalf of the City:

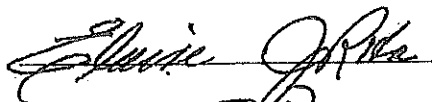
On behalf of the School:

North Royalton Mayor Stefanik

IN WITNESS WHEREOF, the Parties have set their hands, as of the day and year first above written:

Signed in the presence of:

BOARD OF EDUCATION OF
NORTH ROYALTON DISTRICT

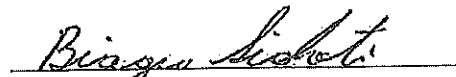

ELAINE J. ROBA

ELAINE J. ROBA
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Sept. 21, 2019



Susan H. Clark

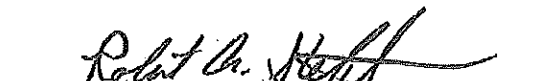
By: Its President

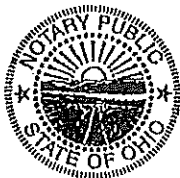
And


By: Its TREASURER

CITY OF NORTH ROYALTON

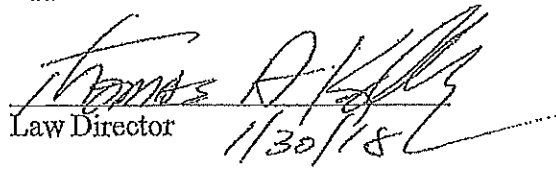

Darlene J. Thomas


By: Its Mayor



DARLENE J. THOMAS
Notary Public, State of Ohio
Cuyahoga County
My Commission Expires
November 3, 2019

Approved as to form:


Law Director 1/30/18

RESOLUTION NO. 23-15

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

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE FINAL CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO YORK ROAD (COUNTY ROUTE 46) FROM 160 FEET NORTH OF WALLINGS ROAD TO THE NORTH CORPORATION LIMITS, INCLUDING PAVEMENT REPAIR, PLANNING, RESURFACING, AND MARKINGS, LYING WITHIN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: On the 21st day of December, 2021, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of improvements to York Road (County Route 46) from 160 feet North of Wallings Road to the North corporation limits, including pavement repair, planning, resurfacing, and 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 **Five Hundred Nine Thousand Five Hundred Sixty-Three and - - - 00/100 Dollars, (\$509,563.00)**, 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 Five Hundred Nine Thousand Five Hundred Sixty-Three and - - - 00/100 Dollars, (\$509,563.00) is hereby appropriated for the improvement described above and the Finance Director is hereby authorized and directed 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 improvements to York Road (County Route 46) from 160 feet North of Wallings Road to the North corporation limits, including pavement repair, planning, resurfacing, and markings, lying within the City of

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: **\$509,563.00** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **York Road**, lying within the corporate limits of the City of **North Royalton**, more particularly described as follows:

The project consists of improvements to York Road (County Route 46) from 160 feet North of Wallings Road to the North corporation limits, including pavement repair, planning, resurfacing, and 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 improvements to York Road (County Route 46) from 160 feet North of Wallings Road to the North corporation limits, including pavement repair, planning, resurfacing, and 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 **Five Hundred Nine Thousand Five Hundred Sixty-Three and - - - 00/100 Dollars, (\$509,563.00).**
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. 23-16

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) KUBOTA 900 FOR THE NORTH ROYALTON RECREATION DEPARTMENT THROUGH SOURCEWELL COOPERATIVE PURCHASING PROGRAM, VENDOR ABC EQUIPMENT RENTAL AND SALES, FOR AN AMOUNT NOT TO EXCEED \$17,093.64, AND DECLARING AN EMERGENCY

WHEREAS: Council has determined the need to purchase one (1) Kubota 900 for the North Royalton Recreation Department; and

WHEREAS: The city is purchasing this equipment through Sourcewell Cooperative Purchasing Program;
and

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

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

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$17,093.64 for the purchase of one (1) Kubota 900 for the North Royalton Recreation Department pursuant to Contract No. 031121-KBA through Sourcewell Cooperative Purchasing Program, Vendor: ABC Equipment Rental and Sales, 29 Pearl Road, Brunswick, Ohio 44212, and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Parks, Cemetery and Recreation Director is hereby authorized and directed to forward a certified copy of this Ordinance to Sourcewell Cooperative Purchasing Program.

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

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

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

-- Standard Features --

-- Custom Options --



V Series RTV-X900WL-H
 *** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D902
 3 Cyl. 54.8 cu in
 +21.6 Gross Eng HP
 60 Amp Alternator

TRANSMISSION

VHT-X
 Variable Hydro Transmission
 Forward Speeds:
 Low 0 - 15 mph
 High 0 - 25 mph
 Reverse 0 - 17 mph
 Limited-slip Front Differential
 Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
 with manual tilt-feature
 Hydraulic Cargo Dump
 Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
 Cooling 6.4 qts
 Engine Oil 3.3 qts
 Transmission Oil 1.8 gal
 Brake Fluid 0.4 qts

CARGO BOX

Width 57.7in
 Length 40.5 in
 Depth 11.2 in
 Load Capacity 1102 lbs
 Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

KEY FEATURES

Digital Multi-meter
 Front Independent Adjustable
 Suspension
 Rear Independent Adjustable
 Suspension
 Brakes - Front/Rear Wet Disc
 Rear Brake Lights / Front
 Headlights
 2" Hitch Receiver, Front and Rear
 Deluxe 60/40 split bench seats
 with driver's side seat adjustment
 Underseat Storage Compartments
 Lockable Glove Box
 Front Guard (radiator guard and
 bumper)

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
 Dash-mounted Parking Brake
 Horn
 Spark Arrestor Muffler
 Retractable 2-point Seat Belts
 Rear Protective Sreen

DIMENSIONS

Width 63.2 in
 Height 79.5 in
 Length 120.3 in
 Wheelbase 80.5 in
 Tow Capacity 1300 lbs
 Ground Clearance 10.4 in
 Suspension Travel 8 in
 Turning Radius 13.1 ft

Factory Spray-on Bedliner

"L" Models Only

Bright Alloy Wheels (Silver-
 painted)

"S" Models Only

RTV-X900WL-H Base Price: \$18,499.00

(1) CANOPY - METAL (BLACK) \$822.97
 77700-VC5000-CANOPY - METAL (BLACK)

Configured Price: \$19,321.97

Sourcewell Discount: (\$4,250.83)

SUBTOTAL: \$15,071.14

1Yr RTV-X900WL-H Extended Warranty (1500 hrs.) \$800.00

Dealer Assembly: \$110.00

Freight Cost: \$712.50

PDI: \$400.00

Total Unit Price: \$17,093.64

Quantity Ordered: 1

Final Sales Price: \$17,093.64

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

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

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

ORDINANCE NO. 23-17

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE
OF ONE (1) KUBOTA 1100 WITH CAB FOR THE NORTH ROYALTON RECREATION
DEPARTMENT THROUGH SOURCEWELL COOPERATIVE PURCHASING PROGRAM,
VENDOR ABC EQUIPMENT RENTAL AND SALES, FOR AN AMOUNT NOT TO EXCEED
\$22,226.22, AND DECLARING AN EMERGENCY

WHEREAS: Council has determined the need to purchase one (1) Kubota 1100 with cab for the North Royalton Recreation Department; and

WHEREAS: The city is purchasing this equipment through Sourcewell Cooperative Purchasing Program;
and

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

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

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$22,226.22 for the purchase of one (1) Kubota 1100 with cab for the North Royalton Recreation Department pursuant to Contract No. 031121-KBA through Sourcewell Cooperative Purchasing Program, Vendor: ABC Equipment Rental and Sales, 29 Pearl Road, Brunswick, Ohio 44212, and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Parks, Cemetery and Recreation Director is hereby authorized and directed to forward a certified copy of this Ordinance to Sourcewell Cooperative Purchasing Program.

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

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

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

PRESIDENT OF COUNCIL

MAYOR

APPROVED: _____

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

Quote Provided By
 ABC Equipment Rental And Sales
 David Gardner
 29 Pearl Rd.
 Brunswick, OH 44212
 email: gardner9318@gmail.com
 phone: 2168570152

-- Standard Features --

-- Custom Options --



V Series RTV-X1100CWL-H
 *** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
 3 Cyl. 68.5 cu in
 +24.8 Gross Eng HP
 75 Amp Alternator

TRANSMISSION

VHT-X
 Variable Hydro Transmission
 Forward Speeds:
 Low 0 - 15 mph
 High 0 - 25 mph
 Reverse 0 - 17 mph
 Limited-slip Front Differential
 Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
 with manual tilt-feature
 Hydraulic Cargo Dump
 Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
 Cooling 8.3 qts
 Engine Oil 4.3 qts
 Transmission Oil 1.8 gal
 Brake Fluid 0.4 qts

CARGO BOX

Width 57.7in
 Length 40.5 in
 Depth 11.2 in
 Load Capacity 1102 lbs
 Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

KEY FEATURES

Factory Cab w/ A/C, Heater,
 Defroster
 Fully opening roll-down door
 windows
 Digital Multi-meter
 Speedometer
 Pre-wired w/ speakers/antenna for
 stereo
 Front Independent Adjustable
 Suspension
 Rear Independent Adjustable
 Suspension
 Brakes - Front/Rear Wet Disc
 Rear Brake Lights / Front
 Headlights
 2" Hitch Receiver, Front and Rear
 Deluxe 60/40 split bench seats
 with driver's side seat adjustment
 Underseat Storage Compartments
 Deluxe Front Guard
 (radiator guard, bumper, and lens
 guard)

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
 Horn
 Dash-mounted Parking Brake
 Spark Arrestor Muffler
 Retractable 2-point Seat Belts

DIMENSIONS

Width 63.2 in
 Height 79.5 in
 Length 120.3 in
 Wheelbase 80.5 in
 Tow Capacity 1300 lbs
 Ground Clearance 10.4 in
 Suspension Travel 8 in
 Turning Radius 13.1 ft

Factory Spray-on Bedliner
 "L" Models Only

Bright Alloy Wheels (Silver-
 painted)
 Silver-painted with machined
 surface
 "S" Models only

TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X1100CWL-H Base Price: \$25,899.00

Configured Price: **\$25,899.00**

Sourcewell Discount: (\$5,697.78)

SUBTOTAL: **\$20,201.22**

1Yr RTV-X1100CWL-H Extended Warranty (1500
 hrs.) **\$800.00**

Dealer Assembly: **\$0.00**

Freight Cost: **\$825.00**

PDI: **\$400.00**

Total Unit Price: \$22,226.22

Quantity Ordered: 1

Final Sales Price: \$22,226.22

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

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

***Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.