

# 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>COMMITTEE OF THE WHOLE,</b> 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.

# MARCH 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 DAYLIGHT SAVINGS TIME BEGINS	13 CIVIL SERVICE 4PM	14	15	16	17 ST PATRICK'S DAY	18
19	20	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	29	30	31	

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

**NORTH ROYALTON CITY COUNCIL  
A G E N D A  
FEBRUARY 21, 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: February 7, 2023
  - b. Authorize the Mayor and Wastewater Superintendent to advertise for bids for the Valley Vista Pump Station Improvements Project.
  - b. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (\*).
- 5. Communications.
- 6. Mayor's Report.
- 7. Department Head Reports.
- 8. President of Council's Report.
- 9. Committee Reports:

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

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

**FIRST READING CONSIDERATION**

- \* 1. **23-18** - AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; PROVIDING FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; PROVIDING FOR THE PUBLICATION OF SUCH NEW MATTER; REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY.
- \* 2. **23-19** - AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT FORMAL CONSENT TO THE ASSIGNMENT OF THE AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND WIDE OPEN WEST OHIO, LLC (WOW) TO A NEWLY DESIGNATED PROVIDER ATLANTIC BROADBAND, LLC dba BREEZELINE, AND DECLARING AN EMERGENCY.

- \* 3.     **23-20** - AN ORDINANCE AUTHORIZING RENEWAL OF THE NORTH ROYALTON STOREFRONT PROGRAM (NRSP), AND DECLARING AN EMERGENCY.
- 4.     **23-21** - A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE PARTICIPATION AGREEMENT(S) FOR THE SUBDIVISION SETTLEMENTS WITH WALGREENS, WALMART, CVS, TEVA, AND ALLERGAN REGARDING THE PURSUIT AND USE OF POTENTIAL OPIOID LITIGATION SETTLEMENT FUNDS AND CONSISTENT WITH THE MATERIAL TERMS OF PROPOSED SETTLEMENT AGREEMENT(S), AND DECLARING AN EMERGENCY.
- 5.     **23-22** - AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT(S), AND DECLARING AN EMERGENCY.
- 6.     **23-23** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 22-181 AS AMENDED BY ORDINANCES 23-04 AND 23-12 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
- 7.     **23-24** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BY AND BETWEEN NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF NORTH ROYALTON FOR THE BIG CREEK BANK STABILIZATION AT WEST SPRAGUE ROAD PROJECT, AND DECLARING AN EMERGENCY.
- 13.    Miscellaneous.
- 14.    Adjournment.

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; PROVIDING FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; PROVIDING FOR THE PUBLICATION OF SUCH NEW MATTER; REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY

- WHEREAS: American Legal Publishing Corporation has completed its annual updating and revision of the Codified Ordinances of the City; and
- WHEREAS: Various ordinances of a general and permanent nature that have been passed by Council since the date of the last updating and revision of the Codified Ordinances have been included in the Codified Ordinances of the City; and
- WHEREAS: Certain changes were made in the Codified Ordinances to bring City law into conformity with State law.

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 editing, arrangement and numbering or renumbering of the following ordinances and parts of ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances:

Ord. No.	Date	C.O. Section
22-62	4-19-22	432.30
22-63	5-4-22	1260.07
22-64	5-4-22	1270.04
22-65	5-4-22	1270.12
22-66	5-4-22	1270.12
22-67	5-4-22	1270.19
22-78	4-19-22	220.06
22-79	4-19-22	220.06
22-138	9-6-22	252.01
22-139	9-20-22	232.10
22-160	10-4-22	1045.08
22-178	11-15-22	220.06

Section 2. The following sections of the Codified Ordinances are or contain new matter in the Codified Ordinances and are hereby approved, adopted and enacted:

202.03, 434.09, 438.10, 438.16, 452.05, 452.055, 612.01, 612.07, 624.01, 624.19, 630.01, 630.06, 630.07, 603.09, 630.12, 630.13, 630.16, 636.19, 672.10

Section 3. All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the new matter adopted in Section 2 of this ordinance are hereby repealed as of the effective date of this ordinance except as follows:

- (a) The enactment of such sections and subsections shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and recodification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to 11-15-22.

Section 4. Pursuant to Article III, Section (j), of the City Charter, Section 222.02 of the Codified Ordinances and R.C. § 731.23, the Clerk of Council shall post a notice of the enactment of this ordinance, containing the title of this ordinance and a summary of the new matter covered by it, which summary is attached hereto as Exhibit A, in the five public places provided for in Section 222.02 of the Codified Ordinances, for a period of not less than fifteen days.

Section 6. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were in meetings open to the public and in compliance with all legal requirements.

Section 7. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to have an up-to-date codification of the laws of the city, one which is consistent with the latest State law, where such consistency is required by the Ohio Constitution, with which to administer the affairs of the city and ensure law and order.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

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

YEAS:

NAYS:

**EXHIBIT A**

**SUMMARY OF NEW MATTER  
CONTAINED IN THE 2023 REPLACEMENT PAGES FOR THE CODIFIED ORDINANCES OF NORTH  
ROYALTON, OHIO**

New matter in the Codified Ordinances of North Royalton, Ohio, as contained in the 2023 Replacement Pages therefor, includes legislation regarding:

<u>Section</u>	<u>New or amended matter regarding:</u>
202.03	Rules of construction.
434.09	Operation restricted for mini-trucks and low-speed, under-speed, or utility vehicles
438.10	Lights, emblems, and reflectors on slow-moving vehicles, farm machinery, agricultural tractors, and animal-drawn vehicles.
438.16	Number of lights permitted; red and flashing lights.
452.05	Willfully leaving vehicles on private or public property.
452.055	Parking prohibitions on private property; private tow-away zones.
612.01	Definitions related to alcoholic beverages.
612.07	Open container prohibited.
624.01	Definitions relating to drugs.
624.19	Sale of dextromethorphan.
630.01	Definitions related to gambling.
630.06	Responsibility of charitable organization conducting bingo game.
630.07	Maintenance of records by charitable organizations.
630.09	Exemption for bingo games conducted for amusement.
630.12	Raffle drawings.
630.13	Instant bingo other than at bingo sessions.
630.16	Electronic instant bingo; prohibited conduct.
636.19	Hazing.
672.10	Fireworks.

ORDINANCE NO. 23-19

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

AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT FORMAL CONSENT TO THE  
ASSIGNMENT OF THE AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND WIDE  
OPEN WEST OHIO, LLC (WOW) TO A NEWLY DESIGNATED PROVIDER ATLANTIC  
BROADBAND, LLC dba BREEZELINE, AND DECLARING AN EMERGENCY

**WHEREAS:** In 2003, the City of North Royalton entered into Agreement with Wide Open West Ohio, LLC (WOW) to serve as a provider of cable television services; and

**WHEREAS:** That agreement contained provision for the future assignment of the agreement to a new and successor cable television provider; and

**WHEREAS:** The agreement allows for the provider to make such an assignment; and

**WHEREAS:** It has now come to the attention of the Administration that such an assignment was made and the parties are seeking the city's consent to the assignment; and

**WHEREAS:** Council desires to fulfill its obligations under the agreement and give consent to the assignment.

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 grant formal consent to the assignment of the agreement between the City of North Royalton and Wide Open West Ohio, LLC (WOW) to a newly designated provider Atlantic Broadband, LLC dba Breezeline, and as further described in Exhibit A attached hereto 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 fulfill the city's obligations under the agreement and give consent to the assignment.

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:





August 10, 2021

**VIA [OVERNIGHT / ELECTRONIC] DELIVERY**

City of North Royalton  
13834 Ridge Road  
North Royalton, OH 44133  
Attn: Mayor Office

**Re: Land Lease Agreement, dated as of June 6, 2003, between the City of North Royalton, Ohio, and WideOpenWest Ohio, LLC an affiliate of WideOpenWest, Inc. (as amended, the "Agreement")**

To Whom It May Concern:

WideOpenWest, Inc. ("WOW") has entered into an Asset Purchase Agreement, dated as of June 30, 2021 (the "Asset Purchase Agreement"), with WideOpenWest Cleveland LLC, WideOpenWest Ohio LLC, Atlantic Broadband (OH), LLC ("Purchaser"), and Atlantic Broadband Finance, LLC, pursuant to which WOW will transfer and sell certain assets to Purchaser and Purchaser will assume certain liabilities from WOW (the "Transaction"). [Assets and liabilities relating to lit services will be assigned to Atlantic Broadband Enterprise, LLC, an affiliate of Purchaser.

In accordance with the Agreement, this letter constitutes notification of (1) the Transaction and (2) Purchaser's agreement to assume the rights and obligations of WOW or an affiliate of WOW under the Agreement. To the extent required, WOW is asking your consent under the Agreement. Accordingly, we respectfully request that you countersign this letter in the space provided below to indicate your acknowledgment of notice of, and consent to, the Transaction. By executing this letter, you consent to the Transaction, and any assignment or change of control that may be deemed to occur as a result of the Transaction.


**Please have your authorized representative return a complete signed copy of this letter** by email to Josh Arnold's attention at [josh.arnold@wowinc.com](mailto:josh.arnold@wowinc.com) with a copy to Craig Martin at [craig.martin@wowinc.com](mailto:craig.martin@wowinc.com). Delivery of a signature by electronic transmission in .pdf or DocuSign format (or any other electronic means designed to preserve the original graphic and pictorial appearance of a document) shall have the same effect as delivery of a paper copy bearing an original signature.

Your prompt response within ten (10) business days of the date hereof would be greatly appreciated<sup>1</sup> and thank you for your cooperation and look forward to our continued relationship. Please do not hesitate to contact us at 720-237-4162 if you have any questions relating to this letter.

*[Signature Page Follows]*

Yours very truly,

**WIDEOPENWEST, INC.**

By:   
Name: Josh Arnold  
Title: VP Real Estate

**ACKNOWLEDGED AND AGREED:**

**City of North Royalton, Ohio**

By: \_\_\_\_\_

Name:

Title:

## LAND LEASE AGREEMENT

THIS AGREEMENT, made as of the 6 day of June, 2003, by and between the City of North Royalton, Ohio, a municipal corporation organized under the Laws and Constitution of the State of Ohio, ("Lessor"), and WideOpenWest Ohio, LLC ("Lessee").

### RECITALS

A. Lessor is the titleholder of certain property located in the City of North Royalton, County of Cuyahoga, State of Ohio, described on Exhibit "A" attached hereto and referred to herein as the "Leased Premises".

B. Lessee is engaged in the cable and broadband communications industry, and desires to lease the Leased Premises for the purpose of installing certain improvements and equipment thereon.

C. Lessor has agreed to lease the Leased Premises to Lessee, and Lessee has agreed to lease the Leased Premises from Lessor, pursuant to the terms and conditions set forth hereafter.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Lease. Lessor leases to Lessee and Lessee rents from Lessor the Leased Premises. Lessor covenants with Lessee that the Lessor is vested with fee simple title to the Leased Premises and has full right and lawful authority to lease the Leased Premises to Lessee. Lessor represents and warrants that: (i) Lessee's use of the Leased Premises will not violate any recorded use restrictions or encroach upon any existing property rights (including, for example, existing easement, access or lease rights); and (ii) Lessor has secured all consents to the lease to Lessee of the Leased Premises, if any, required from third parties (including, for example, required consents from mortgage holders). Prior to the date of commencement of the term of this Lease, Lessor shall furnish to Lessee evidence of Lessor's title to the Leased Premises in the form of a title insurance policy or other similar instrument, a survey drawing of the Leased Premises and, if available, a phase I environmental assessment of the Leased Premises. Lessee and its agents shall also be entitled to reasonable access to the Leased Premises for the purpose of conducting inspections and surveys thereof, including an environmental assessment. Any such activities shall be undertaken only at Lessee's expense and Lessee shall promptly repair any physical damage or injury to the Leased Premises caused by such inspections. The binding effect of this Lease upon Lessee is conditioned upon Lessee's reasonable satisfaction with the contents of the aforementioned documents, and the results of the inspections and assessment. If Lessee is not so satisfied, written notice of such dissatisfaction shall be furnished to Lessor within ten (10) days after receipt of the documents and the results of such inspections and assessment by Lessee. Lessor also represents and warrants that Lessee's proposed use of the Leased Premises, as set forth in paragraph 3 below, will

be permitted by applicable zoning regulations and will not violate any recorded use restrictions affecting the Leased Premises.

2. Term. Subject to the provisions of paragraph 1 above, the initial term of this Lease shall commence on June 6, 2003 ("Commencement Date"). The term of this Lease shall be for twenty (20) years from the Commencement Date.

3. Base Rent. Lessee shall pay to Lessor rent for the entire initial term of this Lease in the amount of Thirty Thousand Dollars (\$30,000), which shall be paid within seven (7) days after the Commencement Date. Lessee shall pay such additional sums to Lessor or others as are set forth elsewhere in this Lease.

In addition to the amount specified in the above paragraph, Lessee agrees to provide during the Term all of the services or benefits specified in a letter to Mayor Luks a copy of which is attached hereto as Exhibit B and is fully incorporated herein by reference. Lessee agrees during the Term to deliver Hi-Speed Internet Service to the following seven (7) city owned facilities in the City of North Royalton:

- |                                       |                    |
|---------------------------------------|--------------------|
| 1. North Royalton City Hall           | 13834 Ridge Rd.    |
| 2. North Royalton Police Department   | 14000 Bennett Rd.  |
| 3. North Royalton Fire Department     | 7000 Royalton Rd.  |
| 4. North Royalton Service Center      | 11545 Royalton Rd. |
| 5. North Royalton Wastewater Facility | 11675 Royalton Rd. |
| 6. North Royalton Office on Aging     | 13500 Ridge Rd.    |
| 7. North Royalton Cemetery            | 6170 Royalton Rd.  |

In the event Lessee abandons cable modem business, parties agree to negotiate a reasonable value for rent.

4. Use of Leased Premises. Lessee may use the Leased Premises for such purposes as are allowed by applicable local zoning regulations. Lessee represents that the Leased Premises will be used for construction and installation of a building and related improvements that will be utilized for the operation of equipment for transmitting and receiving telecommunication signals, which equipment includes, but is not limited to, wires, transmitters, receivers, appliances, machinery and related equipment. Lessee shall not use the Leased Premises in any manner which is in violation of any present or future governmental laws or regulations.

5. Access; Interference.

A. Lessee shall be entitled to access to the Leased Premises, across adjoining property owned by Lessor, if necessary, on a 24-hours a day, seven (7) days per week basis, for individuals, vehicles, and construction materials and equipment, as may be reasonably required by Lessee for the purpose of constructing, installing, repairing, maintaining, and operating the improvements and equipment installed by Lessee on the Leased Premises. Lessee shall also be

entitled to, and is authorized by Lessor to the extent of Lessor's authority, reasonable access to electrical and telecommunications lines and related equipment, both below and above ground, serving or able to serve the Leased Premises, including, but not limited to, existing or future license or easements across adjoining property owned by Lessor, for the purpose of constructing, installing, removing, maintaining, repairing and operating electrical and telecommunications equipment as may be reasonably required by Lessee in connection with the operation of its facilities on the Leased Premises. The form of License is shown in Exhibit "C" attached hereto. Lessee shall be responsible, at its sole cost, for repairing and/or restoring any damages or injuries to the property or any equipment of Lessor. Any such rights, licenses and easements, including the locations thereof, shall be subject to Lessor's prior written approval, which approval shall not be unreasonably withheld or delayed, and such rights, licenses and easements shall, at Lessee's request, be memorialized in a written, recordable document executed by Lessor.

B. Lessor shall not use or permit the use of any of its adjoining property in a manner which physically, mechanically or electronically interferes with or diminishes in any way Lessee's use of the Leased Premises for the purposes set forth herein. If Lessor uses or permits the use of its adjoining property in such manner, Lessor shall take immediate steps, after written notice by Lessee, to correct the interference. Lessee acknowledges and represents that it has inspected the Leased Premises and that as of the date of this Lease, uses on adjoining property do not interfere with Lessee's intended use of the Leased Premises.

6. Utilities. Lessee shall pay for all electricity, telephone service, water, sewer, refuse removal and all other such utilities or services used or consumed by Lessee, its customers, invitees or employees on or in the Leased Premises.

7. Taxes. Lessee shall pay, when due, all real and personal property taxes assessed, levied or to become a lien on the Leased Premises or any improvements thereon, subject to proration at the commencement and expiration of the term of this Lease in accordance with the custom and practice followed in the area of the Leased Premises. If the Leased Premises are assessed and taxed as part of a larger parcel, the parties shall reasonably apportion such assessment and taxes between the Leased Premises and the remainder of the overall parcel. Special assessments becoming a lien on the Leased Premises during the term hereof shall be the responsibility of Lessor. Lessee, at its cost, shall have the right, at any time, to seek a reduction in the taxable valuation of the Leased Premises, or to contest any such valuation. Lessor shall not be required to join in any proceeding or contest brought by Lessee, unless the provisions of any law require that the proceeding or contest be brought by or in the name of Lessor. In that event, Lessor shall join in a proceeding or contest, or permit it to be brought in Lessor's name, so long as Lessor is not required to bear any expense related thereto.

8. Maintenance and Repair. Lessee shall be responsible for all repairs and maintenance required to be made to the Leased Premises and any structures and other improvements thereon, except for any repairs occasioned by the acts or negligence of Lessor, which shall be paid for by Lessor. Lessee shall maintain the Leased Premises in good repair and condition throughout the term of this Lease and any extensions. Lessee shall use reasonable care and diligence to keep and maintain the Leased Premises free from waste and shall deliver the same to Lessor in substantially the condition that existed on the Commencement Date, reasonable wear and tear and damage by the elements excepted.

9. Alterations and Improvements. Lessee shall be entitled to undertake alterations, additions and improvements to structures and equipment located on the Leased Premises during the term of this Lease, subject to applicable terms and provisions contained in this Lease. Except as may otherwise be provided for herein, all structures or improvements of any kind constructed or placed by Lessee on the Leased Premises, and all alterations, improvements, changes or additions made thereto, shall be the property of Lessee, and shall be removed by Lessee on the expiration of the term, or early termination of this Lease, at Lessee's sole expense.

Lessee shall keep the Leased Premises and all buildings and improvements located thereon free and clear of any and all construction, mechanics', materialmen's and other liens for or arising out of or in connection with work or labor done, services performed or materials used or furnished for or in connection with any work or construction by, for, or permitted by Lessee on the Leased Premises. Lessee shall at all times promptly and fully pay or discharge any and all such claims on which any such liens may be based, and Lessee shall also indemnify Lessor and the Leased Premises against all such liens and suits or other proceedings relating thereto. Lessee shall have the right to contest in good faith the correctness or validity of any of the aforementioned liens, so long as Lessor's interest in the Leased Premises and this Lease is not jeopardized. Lessor may require Lessee to furnish a surety bond by a corporation authorized to issue such bonds in the state in which the Leased Premises are located, in an amount equal to one and one-half (1½) times the amount of the claim or lien, which bond shall provide for the payment of any sum or sums that the claimant or claimants may recover on the claim (together with costs of suit, if it recovers in the action).

10. Insurance and Indemnity.

A. Covenants to Hold Harmless. Lessor and Lessee shall hold each other harmless from any liability or damages to any person or any property in the Leased Premises or adjacent property, on account of any intentional or negligent acts of the indemnifying party or its employees, agents or invitees. All property kept, stored or maintained in or on the Leased Premises by Lessee shall be so kept, stored or maintained at the risk of the Lessee only.

B. Lessee's Insurance. Lessee shall be responsible, in Lessee's discretion, for obtaining, at Lessee's sole expense, insurance for fire and extended coverage hazards for any improvements or structures constructed or installed by Lessee on the Leased Premises.

C. Lessee's Obligation to Carry Public Liability Insurance. Lessee shall, during the entire term hereof, keep in full force and effect a policy of public liability insurance with respect to the Leased Premises and the business operated by Lessee and/or any subtenants of Lessee in the Leased Premises and naming Lessor as an additional named insured, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), single limit coverage. Lessee shall furnish Lessor with a certificate or certificates of insurance or other acceptable evidence that such insurance is in force at all times during the tenancy of this Lease.

11. Eminent Domain.

A. Total Condemnation. If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, with a proportionate refund by Lessor up to that day of such rent as may have been paid in advance.

B. Partial Condemnation. In the event a portion of the Leased Premises is taken under the power of eminent domain and the remainder of the Leased Premises shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel, Lessee shall have the right to terminate this Lease as of the date of such taking by giving to Lessor written notice of such termination within one hundred twenty (120) days after Lessee has been notified that the property has been so taken. In the event of such partial taking and Lessee does not so terminate this Lease, then the Lease shall continue in full force and effect as to the part not taken, and the rental amounts due hereunder shall not be affected.

C. Lessor's and Lessee's Damages. Notwithstanding anything hereinbefore contained to the contrary, if Lessee shall have commenced or completed the construction of new buildings and improvements, and such condemnation takes place after the commencement or completion of such improvements, then Lessor agrees to pay Lessee out of the condemnation award or payment when paid, a sum equal to the amount awarded or paid in condemnation as the value of such buildings and improvements. If in the condemnation proceedings the values of the land and of the buildings and improvements are not separately determined, then the value of the buildings and improvements shall be determined by appraisal, or as agreed upon by the parties.

12. Bankruptcy. Neither this Lease nor any interest herein, nor any estate hereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors of Lessee, or otherwise by operation of law, so as to jeopardize Lessor's interest herein or the rights of any unit owner.

13. Quiet Enjoyment. So long as Lessee keeps and performs all of the covenants and conditions contained herein, Lessee shall have quiet and undisturbed and continued possession of the Leased Premises, free and clear of any claims against Lessor and all persons claiming under, by or through Lessor.

14. Mortgage of Lessee's Interest. Lessee may, with the prior written consent of Lessor, encumber by mortgage, security interest, deed of trust or other similar instrument, its leasehold interest and estate in the Leased Premises and its interest in the buildings and improvements constructed thereon. Any such encumbrance shall, however, be subordinate to Lessor's interest herein and in the Leased Premises.

15. Subletting and Assignment. Lessee shall have the right to sublet the Leased Premises or assign or transfer this Lease or any interest herein, with prior written notice to Lessor and Lessor's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee may assign this Lease without consent to a wholly owned affiliate, or to a successor in connection with a merger, consolidation or sale of the business or

assets of Lessee, in which event Lessee shall give Lessor prior written notice of the proposed merger, consolidation or sale. Said written notice shall comply with the time requirements imposed by the cable franchise agreement between Lessor and Lessee.

16. Default of Lessee. In the event of any failure of Lessee to pay any rental amount due hereunder within thirty (30) days after written notice of non-payment of the same shall have been received by Lessee, or any failure to perform any other of the terms, conditions or covenants of this Lease for more than thirty (30) days after written notice of such default shall have been received by Lessee, or if Lessee shall abandon the Leased Premises, or suffer this Lease to be taken under any writ of execution, then Lessor shall have the immediate right to pursue all rights and remedies it may have under law. In the event of any default by the Lessee under the terms of this Lease and Lessor instituting any court proceedings with respect to such default, Lessee shall be responsible for the payment of the Lessor's reasonable attorneys' fees and court costs with respect to such court proceedings if Lessor is the prevailing party.

17. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act of Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

18. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice, (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid, or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to Lessor:                      City of North Royalton, Ohio  
   13834 Ridge Road  
   North Royalton, Ohio 44133

If to Lessee:                        WOW Internet and Cable  
   C/O Robert J. Backle  
   7807 E. Peakview Ave.-Suite 400  
   Englewood, CO 80111

or to such other address as the parties may designate in writing.

19. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the



rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

20. Construction. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that not any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

21. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

22. Holding Over. Any holding over after the expiration of the term hereof, with or without the consent of the Lessor, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

23. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective legal representatives, successors and assigns of the parties.

24. Subordination. Lessor reserves the right to subject and subordinate this Lease at any time to the lien of any mortgage or mortgages now or hereafter placed on the Leased Premises. Lessee shall execute and deliver, upon Lessor's request, such further instrument(s) subordinating this Lease to the lien of any such mortgage as shall be requested by Lessor's mortgage lender or lenders, so long as such instrument shall not permit the termination of Lessee's interest herein if Lessee is not in default in its obligations hereunder. Lessee shall also, at the request of Lessor or Lessor's mortgage lender execute an instrument acknowledging assignment by Lessor to Lessor's mortgage lender of all of Lessor's rights under this Lease, and also acknowledging the mortgage lender's rights to collect the rent due hereunder in the event of default by Lessor in any of the terms and conditions of the mortgage or mortgages on the subject property.

25. Signage. Lessee shall be entitled to display such sign or signs on the Leased Premises as shall be permitted by the applicable local laws or ordinances.

26. Recording. A memorandum of this Lease in the form and substance approved by Lessor and Lessee shall be executed by the parties upon request by either party and may be recorded.

27. Environmental Provisions. Except as required by the reasonable operation of Lessee's business, Lessee shall not use, store, generate or dispose of any hazardous materials on

or at the Leased Premises. Hazardous materials include any materials which are regulated by federal, state or local laws which pertain to the protection of human health or the environment (collectively "Environmental Laws"). Any hazardous materials used, stored, generated or disposed of by Lessee at or on the Leased Premises shall be handled in accordance with applicable federal, state or local Environmental Laws.

Lessee shall defend, indemnify and hold harmless Lessor from and against any loss or damage resulting from any environmental condition of the Leased Premises caused solely and directly by Lessee during the term of this Lease and any extensions. Lessor shall defend, indemnify and hold harmless Lessee from and against any loss or damage resulting from any environmental condition of the Leased Premises other than those conditions caused solely and directly by the Lessee during the term of this lease and any extensions, regardless of when or by whom those conditions may be caused.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement on the day and year first above written.

Signed and Acknowledged:

LESSOR:

CITY OF NORTH ROYALTON, OHIO

By: Cathy Luks  
Cathy Luks, Mayor

Darlene J. Thomas  
Witness  
Printed: Darlene J. Thomas

LEASEE:

WIDEOPENWEST OHIO, LLC

By: Robert J. Backle  
Robert J. Backle, Vice President

Gloria George  
Witness  
Printed: Gloria George

**EXHIBIT "A"**  
**[Legal Description]**

**WOW NORTH ROYALTON LEASE AREA**  
**704.00 SQUARE FEET**

Being part of a 5.760 acre parcel described in deed to The City of North Royalton, Cuyahoga County Deed Vol. 87-5958, Pg. 55, situated in the Original Royalton Township Section No. 13, Royalton Township, Cuyahoga County, Ohio, and being more particularly described as follows:

Commencing at a found monument box, said point being the centerline intersection of Royalton Road and Bennett Road;

Thence Westerly along said centerline of Royalton Road having a bearing of North 89°37'20" West, a distance of 280.00 feet, to a point;

Thence Northerly along an Easterly property line of a parcel described in deed to Aetna Life Insurance Company, Cuyahoga County Sheriff's Deed Record Vol. 97-01617, Pg. 29, having a bearing North 00°22'40" East, a distance of 453.18 feet, to a found iron pin (*at North 0.26 feet, East 0.34 feet*);

Thence Westerly along said Aetna Life Insurance Company's parcel, having a bearing of North 89°37'20" West, a distance of 327.01 feet, to a found iron pin (*at North 0.71 feet, East 0.28 feet*);

Thence Northerly along said Aetna Life Insurance Company's parcel, having a bearing of North 00°22'40" East, a distance of 382.61 feet, to a point

Thence Easterly along a line perpendicular to said previous call, having a bearing of South 89°37'20" East, a distance of 144.17 feet to a point, said point being the **True Point of Beginning**;

Thence Northwesterly along a line, having a bearing of North 23°37'13" West, a distance of 22.00 feet, to a point;

Thence Northeasterly along a line, having a bearing of North 66°22'47" East, a distance of 32.00 feet, to a point;

Thence Southeasterly along a line, having a bearing of South 23°37'13" East, a distance of 22.00 feet, to a point;

Thence Southwesterly along a line, having a bearing of South 66°22'47" West, a distance of 32.00 feet, to the **True Point of Beginning**, containing 704.00 square feet, subject to all easements, rights-of-way and restrictions of previous record.

Ord. 03-52  
Exhibit A  
Land Lease Agreement

**EXHIBIT "A"**  
**[Legal Description]**

This description is based on is based on a survey of the premises by R. J. Lumbrezer, Ohio Professional Surveyor No. 8029 on March 14, 2003. Any reference to set iron pins are 5/8" diameter pins, 30" in length with a yellow cap, bearing the name "R.D. Zande". Bearings used in this description are assumed and are for the sole purpose of showing angular relationship.

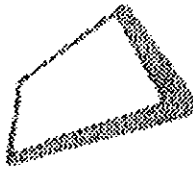
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R. J. Lumbrezer, P. S.                      Date  
Ohio Professional Surveyor No. 8029

RECEIVED

APR 01 2003

COUNCIL OFFICE  
CITY OF NORTH ROYALTON



**WideOpenWest**  
*Wings, Broadband, Home*

EXHIBIT "B"  
[Letter of January 28, 2003]

January 28, 2003

Mayor Cathy Luks  
City of North Royalton  
13834 Ridge Road  
North Royalton, OH 44133-4896

Dear Mayor Luks:

On October 16, 2002 I made a proposal to you on behalf of WideOpenWest Cleveland, LLC for the relocation of a Hub site presently located in the Ameritech facility at 14090 Ridge Road to the North Royalton Police Department property at 1400 Bennett Road. Referring to the following from that letter:

As previously stated, WideOpenWest will make a one-time payment of \$30,000 to secure a 20-year lease for the placement of this enclosure on your property. Although this is an un-manned facility, we will need to have rights to enter the enclosure 24/7 in case of an emergency. Also, we must be granted an easement to bury cables across the property to the enclosure.

In addition, WideOpenWest will deliver Hi-Speed Internet service to the following six facilities in the City of North Royalton:

- |                                       |                     |
|---------------------------------------|---------------------|
| 1. North Royalton City Hall           | 13834 Ridge Road    |
| 2. North Royalton Police Department   | 1400 Bennett Road   |
| 3. North Royalton Fire Department     | 7000 Royalton Road  |
| 4. North Royalton Service Center      | 14545 Royalton Road |
| 5. North Royalton Wastewater Facility | 11615 Ridge Road    |
| 6. North Royalton Office on Aging     | 13500 Ridge Road    |

The following provisions will apply:

1. Within 60 days of the execution of an definitive lease, zoning approval and issuance of building permits, WOW will provide one (1) standard coaxial cable

EXHIBIT "B"

[Letter of January 28, 2003]

- drop and one (1) SA Webstar cable modem at each of the facilities listed above for the purpose of delivering cable modem services.
2. WOW will provide the City of North Royalton the WOW Advance Internet service at each location identified above.
  3. WOW will provide up to 60 email addresses for the above stated facilities. The email addresses will utilize the "<name>.wideopenwest.com" format.
  4. WOW Internet is provided for the sole purpose of accessing to the World Wide Web and email. Web hosting is not provided.
  5. WOW agrees to respond to all RF outages on the WOW side of the Internet delivery system within 4 hours of notification.
  6. The City of North Royalton is responsible for all internal Ethernet wiring and LAN appurtences after the Ethernet output of the WOW cable modem.
  7. The City of North Royalton is responsible for all software, hardware and system maintenance related to the internal LAN network located in each of the facilities identified above.
  8. WOW will provide a single IP address per cable modem; the City is responsible for providing NAT (network address translation) equipment at each of the facilities.
  9. WOW utilizes preventative system maintenance windows during which data services may be interrupted.

Since the proposal of October 16, 2002, and at your request, we have agreed not to reduce the PEG fee. Also, we have agreed to add the following facility to the previous six that have been listed above, this being the last and final facility:

7. North Royalton Cemetery                      6170 Royalton Rd.

The Cable Modem Service for the seven locations amortized over twenty years has an estimated value of \$648,526. Please refer to the attachment for an annual analysis of the Service.

I am enthusiastic about working with you to develop a mutually beneficial relationship. Please feel free to call me anytime; my direct line is 720-733-7612.

Sincerely,

Robert J. Backle  
Vice President Real Estate & Facilities

900 W. Castleton Rd.  
Castle Rock, CO 80109  
Tel. (720) 733-7612  
Cell. (303) 522-3244  
[rbackle@wideopenwest.com](mailto:rbackle@wideopenwest.com)  
[www.wideopenwest.com](http://www.wideopenwest.com)

Enclosure

**EXHIBIT "C"**  
**[License for underground wiring]**

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (the "Agreement"), made as of the 6 day of June, 2003, by and between the City of North Royalton, Ohio, a municipal corporation organized under the Laws and Constitution of the State of Ohio, ("Licensor"), and WideOpenWest Ohio, LLC ("Licensee").

**WITNESSETH**

WHEREAS, The City of North Royalton (Licensor) owns certain property at 14000 Bennett Road, North Royalton, Ohio 44133 having PPN 482-34-015 (the "property"); and

WHEREAS, Licensee is engaged in the cable and broadband communications industry, and leases a portion of the Property from Licensor for the purpose of installing certain improvements and equipment thereon; and

WHEREAS, in connection with Licensee's use of the Property, Licensee is in need of a license to permit use of a small portion of the Property outside the leased premises to provide access and/or installation of other wires and/or equipment; and

WHEREAS, the area of the property that Licensee wishes to use is depicted on Exhibit A attached hereto and made a part hereof (the "License Area"); and

NOW, THEREFORE, Licensor and Licensee, in consideration of the premises and the mutual covenants, promises, conditions, and terms to be kept and performed, do hereby agree as follows:

Section 1. Licensor hereby grants to Licensee a License to use the License Area which is described in Exhibit A.

Section 2. Prior to the expiration or revocation of this License, Licensee shall restore the License Area to the same or better condition as when possession or use was received by Licensee. Such restoration shall include, but not be limited to, regrading, replacement of lawn, damaged driveway, reinstallation of fences and such other items.

Section 3. Licensee shall indemnify, defend, and hold harmless Licensor from all claims, suits, costs, damages and liabilities resulting from, or arising out of, any conduct or act or omission by Licensee in the exercise of any of the Licensee's rights under this Agreement, including without limitation any environmental matters and attorneys fees.

Section 4. In the use of this License, Licensee shall not maintain or permit any condition which causes any nuisance, waste or lien at the License Area or the Property. Licensee shall also maintain the License Area in good condition, clear of debris and shall not allow the accumulation of waste on the License Area or the Property. Further, Licensee shall not erect, nor cause to be erected, any structure on the License Area.

Section 5. Consideration for this License is included in the Lease of the Premises to which this License is attached as an Exhibit.

Section 6. The term of this License shall be the same as the term of a certain Land Lease Agreement between Licensor and Licensee (the "Land Lease") to which this license is attached and which was approved and authorized pursuant to Ordinance 03-52. This License may be renewed upon mutual written agreement of Licensor and Licensee in accordance with the terms and conditions of the Land Lease described infra in this Section 6. This License shall be terminated with and at the same time as the Land Lease described herein. At the termination of the Land Lease, this Licensee shall promptly remove, at Licensee's expense, any personal property contained on the License Area.

Section 7. Licensor and Licensee each acknowledge that the granting of this License does not grant Licensee any property rights or property interest whatsoever in the License Area or the Property and Licensee is further prohibited from: (i) charging for space at the License Area or the Property; and (ii) subleasing or assigning this License without consent of Licensor, which consent shall not be unreasonably withheld; provided, however, this License may be assigned without consent upon assignment of the Land Lease.

Section 8. Licensor and Licensee each warrant that the undersigned have authority to execute this Agreement and to bind each entity to the terms contained herein.

Section 9. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one document.

Section 10. This Agreement shall be governed by the laws of the State of Ohio.



IN WITNESS WHEREOF, the parties have hereto affixed their signatures the day and year first above written.

Signed and Acknowledged:

Darlene J. Thomas  
Witness  
Printed: Darlene J. Thomas

LESSOR:

CITY OF NORTH ROYALTON, OHIO

By: Cathy Luks  
Cathy Luks, Mayor

LEASEE:

WIDEOPENWEST OHIO, LLC

Gloria George  
Witness  
Printed: Gloria George

By: [Signature]  
Robert J. Backle, Vice President

N:\My Documents\North Royalton\Forms\license.agr2.wpd

Ord. 03-52  
Exhibit A  
Land Lease Agreement

[Exhibit A of Exhibit "C" License Agreement]

**WOW NORTH ROYALTON ACCESS LICENSE  
440.00 SQUARE FEET**

Being part of a 5.760 acre parcel described in deed to The City of North Royalton, Cuyahoga County Deed Vol. 87-5958, Pg. 55, situated in the Original Royalton Township Section No. 13, Royalton Township, Cuyahoga County, Ohio, and being more particularly described as follows:

Commencing at a found monument box, said point being the centerline intersection of Royalton Road and Bennett Road;

Thence Westerly along said centerline of Royalton Road having a bearing of North 89°37'20" West, a distance of 280.00 feet, to a point;

Thence Northerly along an Easterly property line of a parcel described in deed to Aetna Life Insurance Company, Cuyahoga County Sheriff's Deed Record Vol. 97-01617, Pg. 29, having a bearing North 00°22'40" East, a distance of 453.18 feet, to a found iron pin (*at North 0.26 feet, East 0.34 feet*);

Thence Westerly along said Aetna Life Insurance Company's parcel, having a bearing of North 89°37'20" West, a distance of 327.01 feet, to a found iron pin (*at North 0.71 feet, East 0.28 feet*);

Thence Northerly along said Aetna Life Insurance Company's parcel, having a bearing of North 00°22'40" East, a distance of 382.61 feet, to a point

Thence Easterly along a line perpendicular to said previous call, having a bearing of South 89°37'20" East, a distance of 144.17 feet to a point;

Thence Northeasterly along the Southerly line of said WOW Lease Area, having a bearing of North 66°22'47" East, a distance of 32.00 feet, to a point, said point being the **True Point of Beginning**;

Thence Northwesterly along a line, having a bearing of North 23°37'13" West, a distance of 22.00 feet, to a point;

Thence Northeasterly along a line, having a bearing of North 66°22'47" East, a distance of 20.00 feet, to a point;

Thence Southeasterly along a line, having a bearing of South 23°37'13" East, a distance of 22.00 feet, to a point;

Thence Southwesterly along a line, having a bearing of South 66°22'47" West, a distance of 20.00 feet, to the **True Point of Beginning**, containing 440.00 square feet, subject to all easements, rights-of-way and restrictions of previous record.

Ord. 03-52  
Exhibit A  
Land Lease Agreement

This description is based on is based on a survey of the premises by R. J. Lumbrezer, Ohio Professional Surveyor No. 8029 on March 14, 2003. Any reference to set iron pins are 5/8" diameter pins, 30" in length with a yellow cap, bearing the name "R.D. Zande". Bearings used in this description are assumed and are for the sole purpose of showing angular relationship.

---

R. J. Lumbrezer, P. S.                      Date  
Ohio Professional Surveyor No. 8029

ORDINANCE NO. 23-20

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

AN ORDINANCE AUTHORIZING RENEWAL OF THE NORTH ROYALTON STOREFRONT PROGRAM (NRSP), AND DECLARING AN EMERGENCY

- WHEREAS: Improvements to and redevelopment of the City of North Royalton's stock of industrial, office, retail and commercial buildings is integral to the continued economic health of the City of North Royalton, Ohio, and its citizens; and
- WHEREAS: The use of governmental resources for the promotion of jobs and employment opportunities, and the development of sites and facilities and for economic development in the community is in the public interest and is a proper exercise of municipal powers pursuant to Article VIII, Section 13 and Article VIII, Section 2(p) of the Ohio Constitution; and
- WHEREAS: Article XVIII, Section 3 of the Ohio Constitution gives municipalities the authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary and other similar regulations, as are not in conflict with general laws; and
- WHEREAS: The Master Plan Advisory Committee identified the following Master Plan goal: Retain and Expand Existing Businesses. The NRSP's goal is to maintain and improve the condition, viability, value, and appearance of the City's non-residential building stock; and
- WHEREAS: A majority of the commercial buildings in North Royalton industrial districts were built prior to 1990; and
- WHEREAS: Construction of new buildings will be limited due to the lack of vacant land; and
- WHEREAS: A North Royalton Storefront Program (NRSP) has been developed to provide incentives to industrial, office, commercial and retail property owners to demolish or make improvements to obsolete and vacant buildings within the City of North Royalton to improve their marketability, without impacting negatively upon the local school system; and
- WHEREAS: Funding for the North Royalton Storefront Program (NRSP) shall come from current appropriations.

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

Section 1. This Council hereby gives its consent pursuant to Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution to renew the North Royalton Storefront Program described in Exhibit A, attached hereto and made a part hereof.

Section 2. Council hereby authorizes funding for the North Royalton Storefront Program from current appropriations, to be appropriated from the Community Development Funds.

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 necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that is immediately necessary to renew the North Royalton Storefront Program to maintain the City of North Royalton's economic health.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

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

YEAS:

NAYS:



## 2023 Storefront Renovation Rebate Program

- The 2023 Storefront Renovation Rebate Program is designed to assist business owners in North Royalton with improving the facades of storefronts and/or correcting exterior code violations.
- A 50% rebate for all exterior renovations of any commercial buildings within the City of North Royalton. The applicant can be any business owner or commercial property owner.
- A limit of \$10,000 rebate per building.
- An additional **5%** rebate will be given to businesses that use **green/sustainable/recycled** component in the project.

### Process:

#### Eligible Projects include

- Façade Improvements
- Signs
- Awnings
- Windows/ Doors
- Painting or Cleaning
- Lighting
- ADA-Compliant Access
- Exterior Code Violations
- Landscaping (only as an addition to any of the projects listed above)

#### Ineligible Projects include

- Interior Improvements
- Elements not seen from the front of the building: e.g. the rear of the building, flat roofs,

#### Ineligible Buildings

- Schools
- Residential Buildings
- Strip Mall/Plazas

The Storefront Renovation Rebate Program is available to businesses located in North Royalton. The applicant must complete the NRSP Application. Applicant must be pre-approved by the city. Business owners may apply with approval of the property owner. ALL improvements must address the publicly seen sides of the building.

Applications are now being accepted. Application (*MS WORD format*) Final Report (*MS WORD format*) Application and Final Report Instructions are available at [www.northroyalton.org](http://www.northroyalton.org) under the Economic Development link. Applications must be submitted in the electronic format. Please contact **Thomas Jordan** at **440-237-5484** or email [tjordan@northroyalton.org](mailto:tjordan@northroyalton.org) for more information.

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE PARTICIPATION AGREEMENT(S) FOR THE SUBDIVISION SETTLEMENTS WITH WALGREENS, WALMART, CVS, TEVA, AND ALLERGAN REGARDING THE PURSUIT AND USE OF POTENTIAL OPIOID LITIGATION SETTLEMENT FUNDS AND CONSISTENT WITH THE MATERIAL TERMS OF PROPOSED SETTLEMENT AGREEMENT(S), AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton, Ohio (herein “Municipality”) is a municipal entity formed and organized pursuant to the Constitution and laws of the State of Ohio; and
- WHEREAS: The people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and
- WHEREAS: The State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Companies accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and
- WHEREAS: Defendants Walgreens, Walmart, CVS, Teva, and Allergan have proposed settlement of such litigation with the State of Ohio, through its Attorney General, and all Local Governments, through their elected representatives and counsel; and
- WHEREAS: Council wishes to agree to the material terms and execute the Participation Agreements for the Subdivision Settlements with Walgreens, Walmart, CVS, Teva, and Allergan of the proposed National Settlement Agreement.

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 Mayor is hereby authorized to accept the Proposed Settlement and to execute the Participation Agreement on behalf of the City of North Royalton.
- Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were passed in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were in meetings open to the public and in compliance with all legal requirements.
- Section 3. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of the City of North Royalton, Ohio and for the further reason that it is immediately necessary to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

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

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

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

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

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

YEAS:

NAYS:

ORDINANCE NO. 23-22

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY  
COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT(S),  
AND DECLARING AN EMERGENCY

**WHEREAS:** The City of North Royalton, Ohio (the “MUNICIPALITY”) is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2022 (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

**WHEREAS:** The City of North Royalton has previously entered into a Grant Agreement with NOPEC, Inc. to receive one or more NEC Grant(s) for 2023, and to authorize the Mayor to execute the Grant Agreement with NOPEC, Inc. in the form attached.

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

**Section 1.** This Council of the City of North Royalton (the “Council”) finds and determines that it is in the best interest of the city to accept the NEC Grant(s) for 2023, and authorizes the Mayor to accept any such grant or grants 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 enter into this agreement with NOPEC in order to be eligible for Energized Community Grants for 2023.

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:



## NOPEC 2023 ENERGIZED COMMUNITY

### GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and \_\_\_\_\_, \_\_\_\_\_ County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2023 Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2023 Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for qualified use in accordance with the program policies must be submitted by November 30, 2025. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2023 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2023, and shall expire on December 31, 2023, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:  
Charles W. Keiper, II  
President  
NOPEC, Inc.  
31360 Solon Road  
Suite 33  
Solon, OH 44139

In case of Grantee, to:

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

Name: \_\_\_\_\_

\_\_\_\_\_, Ohio \_\_\_\_\_

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

*[Signature Page to Follow.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

**GRANTEE:**

\_\_\_\_\_, Ohio

**GRANTOR:**

**NOPEC, INC.**

Individual Authorized by Grantee’s  
Legislation

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 22-181 AS AMENDED BY ORDINANCES 23-04 AND 23-12 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 Ordinances 23-04 and 23-12 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		2,320,000.00	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
General Fund	Storm Sewer and Drainage Fund		223,000.00	Advance
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
Storm Sewer and Drainage Fund	General Fund		223,000.00	Advance
				(Repayment)
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 2/21/2023 - Council Meeting**

General Fund #101	Cemetery	Contractual Services	\$	2,640	A	\$	34,940	The 2016 RAM 3500 Cemetery Truck was struck while plowing. The \$2,639.80 check was received from the insurance company, but the 2023 Budget did not include the cost of these repairs. This amendment will have a zero dollar (\$0.00) effect on the 2023 Budget since I am also increasing revenues by \$2,640 (net effect \$0.00).
General Fund #101	General Government	Advances Out	\$	223,000	B	\$	223,000.00	There is legislation also being presented to City Council at the February 21, 2023 Council Meeting regarding NEORSD Agreement for Big Creek Bank Stabilization at West Sprague Road Project. At this time, City Engineer, Justin Haselton, believes that the only monies to be encumbered for 2023 relating to this project are for CT Consultants Engineering Fees (\$172,800) and Acquisitions (~\$50,000). The Advance will be paid back to the General Fund (#101) as the City receives reimbursements from the NEORSD as the agreement specifies (NEORSD shall pay its approved amount directly to the City within forty-five (45) days of receipt). So the General Fund (#101) will Advance the monies to the Storm Sewer and Drainage Fund (#433) in order for the PO's to be encumbered. The invoices will be submitted to NEORSD and the NEORSD will reimburse the City. Those reimbursement monies will be deposited into the Storm Sewer and Drainage Fund (#433), which will then trigger the Storm Sewer and Drainage Fund (#433) to Advance Back the General Fund (#101). So even though the monies will be encumbered in 2023, all reimbursements should occur in 2023 from NEORSD so the City of North Royalton should have a zero dollar (\$0.00) effect on the 2023 budget.
Law Enforcement Trust Fund #208	Police	Contractual Service	\$	15,000	C	\$	16,500.00	Chief Tarase requested this amendment to accommodate contractual service expenditures for 2023.
Law Enforcement Trust Fund #208	Police	Capital Outlay	\$	(15,000)	C	\$	22,500.00	Offset - Contractual Services
Storm Sewer & Drainage Fund #433	Storm Sewer	Contractual Services	\$	173,000	D	\$	241,000	This appropriation is being requested for the Engineering, Design, and Acquisition Management services relating to the NEORSD Big Creek Bank Stabilization at West Sprague Road Project. CT Consultants estimates there fees to be \$172,800. As stated above, these costs will be submitted to NEORSD and NEORSD will reimburse the City for these costs.
Storm Sewer & Drainage Fund #433	Storm Sewer	Capital Outlay	\$	50,000	E	\$	375,150	This appropriation is being requested for the estimated Acquisition Costs related to the NEORSD Big Creek Bank Stabilization at West Sprague Road Project. As stated above, these costs will be submitted to NEORSD and NEORSD will reimburse the City for these costs.
Storm Sewer & Drainage Fund #433	Storm Sewer	Advance Out	\$	223,000	F	\$	223,000	This appropriation is being requested to Advance Back (pay back) the General Fund (#101) for the advance made to the Storm Sewer and Drainage Fund (#433) for Engineering/Design/Acquisitions Management and Acquisition Costs relating to the NEORSD Big Creek Bank Stabilization at West Sprague Road Project. Once the reimbursements from NEORSD are received, the Storm Sewer and Drainage Fund #433 will advance back/pay back the General Fund #101.
Fire Capital Improvement Fund #434	Fire	Contractual Service	\$	45,000	G	\$	45,000	The 2023 Permanent Appropriations Budget did not properly include appropriations for the MediCount Fees associated with Ambulance Billing. It is based on actual collections, so the \$45,000 being presented is an estimate. In 2021 the Fees totaled \$33,852.74 and in 2022 the fees totaled \$39,257.31.

CITY OF NORTH ROYALTON  
2023 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Amend #2 Ord #23-12 February 7, 2023	Proposed Amendment February 21, 2023	Total 2023 Appropriations
<b>GENERAL FUND</b>					
<b>POLICE DEPARTMENT</b>					
Personal Service	5,089,463.00				5,089,463.00
Contractual Services	358,038.00		12,000.00		370,038.00
Supply & Materials	249,720.00		(12,000.00)		237,720.00
Capital Outlay	30,000.00				30,000.00
Debt Service	147,000.00				147,000.00
<b>Total Police Department</b>	<b>5,874,221.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,874,221.00</b>
<b>ANIMAL CONTROL</b>					
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
<b>Total Animal Control Department</b>	<b>194,798.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>194,798.00</b>
<b>FIRE DEPARTMENT</b>					
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
<b>Total Fire Department</b>	<b>1,102,555.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,102,555.00</b>
<b>POLICE AND FIRE COMMUNICATIONS</b>					
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
<b>Total Police &amp; Fire Comm</b>	<b>1,317,413.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,317,413.00</b>
<b>STREET LIGHTING</b>					
Contractual Services	115,500.00				115,500.00
<b>Total Street Lighting</b>	<b>115,500.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>115,500.00</b>
<b>CEMETERY DEPARTMENT</b>					
Contractual Services	32,300.00			2,640.00	34,940.00
Supply & Materials	228,600.00				228,600.00
Capital Outlay	2,000.00				2,000.00
<b>Total Cemetery Department</b>	<b>262,900.00</b>	<b>-</b>	<b>-</b>	<b>2,640.00</b>	<b>265,540.00</b>
<b>PARKS &amp; RECREATION DEPARTMENT</b>					
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		48,730.00
<b>Total Parks &amp; Recreation Department</b>	<b>1,031,040.00</b>	<b>-</b>	<b>5,355.00</b>	<b>-</b>	<b>1,036,395.00</b>
<b>PLANNING COMMISSION</b>					
Personal Service	93,575.00				93,575.00
Contractual Services	14,600.00				14,600.00
Supply & Materials	1,000.00				1,000.00
<b>Total Planning Commission</b>	<b>109,175.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>109,175.00</b>
<b>BOARD OF ZONING</b>					
Personal Service	2,935.00				2,935.00
Contractual Services	3,500.00				3,500.00
Supply & Materials	1,200.00				1,200.00
<b>Total Board of Zoning</b>	<b>7,635.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,635.00</b>
<b>BUILDING DEPARTMENT</b>					
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
<b>Total Building Department</b>	<b>981,620.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>981,620.00</b>
<b>COMMUNITY DEVELOPMENT</b>					
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	-				-
<b>Total Community Development</b>	<b>280,949.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>280,949.00</b>
<b>RUBBISH COLLECTION</b>					
Contractual Services	1,850,000.00				1,850,000.00
<b>Total Rubbish Collection</b>	<b>1,850,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,850,000.00</b>
<b>SERVICE BUILDING AND GROUNDS</b>					
Contractual Services	88,100.00				88,100.00
Supply & Materials	33,000.00				33,000.00
Capital Outlay	35,000.00				35,000.00
<b>Total Service Bldg. &amp; Grounds</b>	<b>156,100.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>156,100.00</b>
<b>MAYOR'S OFFICE</b>					
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
<b>Total Mayor's Office</b>	<b>325,330.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>325,330.00</b>



CITY OF NORTH ROYALTON 2023 Amending Budget Ordinance					
	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Amend #2 Ord #23-12 February 7, 2023	Proposed Amendment February 21, 2023	Total 2023 Appropriations
<b>FINANCE DEPARTMENT</b>					
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
<b>Total Finance Department</b>	<b>641,685.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>641,685.00</b>
<b>LEGAL ADMINISTRATION</b>					
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
<b>Total Legal Administration</b>	<b>614,910.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>614,910.00</b>
<b>ENGINEERING DEPARTMENT</b>					
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
<b>Total Engineering</b>	<b>248,740.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>248,740.00</b>
<b>LEGISLATIVE</b>					
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
<b>Total Legislative Activity</b>	<b>458,285.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>458,285.00</b>
<b>MAYOR'S COURT</b>					
Personal Service	218,965.00				218,965.00
Contractual Services	57,440.00				57,440.00
Supply & Materials	1,100.00				1,100.00
<b>Total Mayor's Court</b>	<b>277,505.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>277,505.00</b>
<b>CIVIL SERVICE</b>					
Personal Service	5,140.00				5,140.00
Contractual Services	22,300.00				22,300.00
Supply & Materials	100.00				100.00
<b>Total Civil Service</b>	<b>27,540.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>27,540.00</b>
<b>CITY HALL BUILDING</b>					
Personal Service	299,815.00		(5,355.00)		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
<b>Total City Hall Building</b>	<b>548,715.00</b>	<b>-</b>	<b>(5,355.00)</b>	<b>-</b>	<b>543,360.00</b>
<b>OTHER GENERAL GOVERNMENT</b>					
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		4,692,050.00
Advances-Out	-			223,000.00	223,000.00
<b>Total - Other General Government</b>	<b>5,011,800.00</b>	<b>30,000.00</b>	<b>65,000.00</b>	<b>223,000.00</b>	<b>5,329,800.00</b>
<b>TOTAL - GENERAL FUND</b>	<b>21,438,416.00</b>	<b>30,000.00</b>	<b>65,000.00</b>	<b>225,640.00</b>	<b>21,759,056.00</b>
<b>ENFORCEMENT AND EDUCATIONAL FUND #205</b>					
Personal Service	30,000.00				30,000.00
Supply & Materials	6,000.00				6,000.00
<b>Total Enforcement &amp; Education Fund</b>	<b>36,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>36,000.00</b>
<b>DRUG LAW ENFORCEMENT FUND #206</b>					
Supply & Materials	200.00				200.00
<b>Total Drug Law Enforcement Fund</b>	<b>200.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>200.00</b>
<b>POLICE FACILITY OPERATING FUND #207</b>					
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
<b>Total Police Facility Operating Fund</b>	<b>1,239,750.00</b>	<b>5,000.00</b>	<b>-</b>	<b>-</b>	<b>1,244,750.00</b>
<b>LAW ENFORCEMENT TRUST FUND #208</b>					
Personal Service	-		15,000.00		15,000.00
Contractual Service	1,500.00			15,000.00	16,500.00
Supply & Materials	6,050.00				6,050.00
Capital Outlay	37,500.00			(15,000.00)	22,500.00
Transfer Out	-		12,793.00		12,793.00
<b>Total Law Enforcement Trust Fund</b>	<b>45,050.00</b>	<b>-</b>	<b>27,793.00</b>	<b>-</b>	<b>72,843.00</b>
<b>EMERGENCY MEDICAL SERVICE LEVY FUND #209</b>					
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
<b>Total EMS Levy Fund</b>	<b>4,159,650.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,159,650.00</b>
<b>MOTOR VEHICLE LICENSE FUND #210</b>					
Street Repair	225,000.00				225,000.00
<b>Total Motor Vehicle License Fund</b>	<b>225,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>225,000.00</b>

CITY OF NORTH ROYALTON  
2023 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Amend #2 Ord #23-12 February 7, 2023	Proposed Amendment February 21, 2023	Total 2023 Appropriations
<b>STREET CONSTRUCTION, MAINTENANCE, &amp; REPAIR FUND #211</b>					
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
<b>Total SCMR Fund</b>	<b>5,168,515.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,168,515.00</b>
<b>STATE HIGHWAY FUND #212</b>					
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
<b>Total State Highway Fund</b>	<b>125,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>125,000.00</b>
<b>CITY INCOME TAX FUND #213</b>					
Contractual Services	725,000.00				725,000.00
<b>Total City Income Tax Fund</b>	<b>725,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>725,000.00</b>
<b>POLICE LEVY FUND #215</b>					
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
<b>Total Police Levy Fund</b>	<b>1,398,825.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,398,825.00</b>
<b>FIRE LEVY FUND #216</b>					
Personal Service	980,000.00				980,000.00
<b>Total Fire Levy Fund</b>	<b>980,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>980,000.00</b>
<b>RECYCLING GRANT FUND #217</b>					
Contractual Services	6,000.00				6,000.00
<b>Total Recycling Grant Fund</b>	<b>6,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,000.00</b>
<b>OFFICE ON AGING FUND #219</b>					
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
<b>Total Office on Aging Fund</b>	<b>331,534.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>331,534.00</b>
<b>NOPEC GRANT FUND #221</b>					
Contractual Services	-				-
Capital Outlay	60,000.00				60,000.00
<b>Total NOPEC Grant Fund</b>	<b>60,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>60,000.00</b>
<b>COURT COMPUTER FUND #236</b>					
Contractual Services	5,000.00				5,000.00
Operating Supplies	5,000.00		(5,000.00)		-
Capital Outlay	-	7,500.00	5,000.00		12,500.00
<b>Total Court Computer Fund</b>	<b>10,000.00</b>	<b>7,500.00</b>	<b>-</b>	<b>-</b>	<b>17,500.00</b>
<b>COMMUNITY DIVERSION PROGRAM FUND #237</b>					
Personal Services	5,500.00				5,500.00
Contractual Services	2,000.00				2,000.00
Operating Supplies	450.00				450.00
Capital Outlay	-				-
<b>Total Community Diversion Program Fu</b>	<b>7,950.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,950.00</b>
<b>ENTERPTISE ZONE FUND #239</b>					
Contractual Services	15,000.00				15,000.00
<b>Total Enterprise Zone Fund</b>	<b>15,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,000.00</b>
<b>YMCA SPECIAL REVENUE FUND #249</b>					
Transfers-Out	346,700.00				346,700.00
<b>Total YMCA Special Revenue Fund</b>	<b>346,700.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>346,700.00</b>
<b>LOCAL CORONAVIRUS RELIEF FUND #252</b>					
Personal Service	-				-
Operating Supplies	-	-			-
<b>Total Local Coronavirus Relief Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

CITY OF NORTH ROYALTON  
2023 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Amend #2 Ord #23-12 February 7, 2023	Proposed Amendment February 21, 2023	Total 2023 Appropriations
<b>ARPA FEDERAL FUND #254</b>					
Personal Service	-	-		-	-
Contractual Services	-	-	-		-
Capital Outlay	-	-	-	-	-
<b>Total Local Coronavirus Relief Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>ACCRUED BALANCES FUND #260</b>					
Personal Service	150,000.00				150,000.00
<b>Total Accrued Balances Fund</b>	<b>150,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>150,000.00</b>
<b>POLICE PENSION FUND #261</b>					
Personal Service	792,671.00				792,671.00
<b>Total Police Pension Fund</b>	<b>792,671.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>792,671.00</b>
<b>FIRE PENSION FUND #262</b>					
Personal Service	892,678.00				892,678.00
<b>Total Fire Pension Fund</b>	<b>892,678.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>892,678.00</b>
<b>GENERAL BOND RETIREMENT FUND #321</b>					
Contractual Services	-				-
Operating Supplies	-				-
Debt Service - Interest	479,166.00				479,166.00
Debt Service - Principal	1,382,528.00				1,382,528.00
<b>Total General Bond Retirement Fund</b>	<b>1,861,694.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,861,694.00</b>
<b>SPECIAL ASSESSMENT FUND #341</b>					
Contractual Service	2,000.00				2,000.00
Operating Supplies	-				-
Debt Service	140,163.00				140,163.00
<b>Total Special Assessment Fund</b>	<b>142,163.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>142,163.00</b>
<b>SERVICE CAPITAL FUND #430</b>					
Capital Outlay	-				-
Debt Service	-				-
<b>Total Service Capital Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>RECREATION CAPITAL IMPROVEMENT FUND #431</b>					
Contractual Services	-		40,000.00		40,000.00
Capital Outlay	300,000.00		25,000.00		325,000.00
<b>Total Rec Capital Improvement Fund</b>	<b>300,000.00</b>	<b>-</b>	<b>65,000.00</b>	<b>-</b>	<b>365,000.00</b>
<b>FUTURE CAPITAL IMPROVEMENT FUND #432</b>					
Professional Services	-				-
Capital Outlay	500,000.00				500,000.00
Transfers-Out	209,837.00				209,837.00
<b>Total Future Capital Improvement Fund</b>	<b>709,837.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>709,837.00</b>
<b>STORM AND SEWER DRAINAGE FUND #433</b>					
Contractual Services	68,000.00			173,000.00	241,000.00
Capital Outlay	208,000.00	117,150.00		50,000.00	375,150.00
Advance Out	-			223,000.00	223,000.00
<b>Total Storm &amp; Sewer Drainage Fund</b>	<b>276,000.00</b>	<b>117,150.00</b>	<b>-</b>	<b>446,000.00</b>	<b>839,150.00</b>
<b>FIRE CAPITAL IMPROVEMENT FUND #434</b>					
Contractual Service	-			45,000.00	45,000.00
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	-				-
<b>Total Fire Capital Improvement Fund</b>	<b>768,388.00</b>	<b>-</b>	<b>-</b>	<b>45,000.00</b>	<b>813,388.00</b>
<b>YMCA CAPITAL RESERVE FUND #437</b>					
Contractual Services	34,000.00				34,000.00
Capital Outlay	30,000.00				30,000.00
<b>Total YMCA Capital Imp Fund</b>	<b>64,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>64,000.00</b>
<b>EXCESSIVE LOAD FUND #444</b>					
Contractual Services	-				-
Capital Outlay	-			-	-
<b>Total Wallings Road Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>WATER MAIN FUND #445</b>					
Contractual Services	15,000.00				15,000.00
Operating Supplies	-				-
Capital Outlay	-				-
<b>Total Water Main Fund</b>	<b>15,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,000.00</b>
<b>YMCA CAPITAL IMPROVEMENT FUND #449</b>					
Contractual Services	-				-
<b>Total YMCA Capital Imp Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>ISSUE 1 - SPRAGUE ROAD FUND #451</b>					
Transfer Out	17,887.00				17,887.00
<b>Total Issue 1 - Sprague Rd. Fund</b>	<b>17,887.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>17,887.00</b>
<b>TRADITIONS AT ROYALTON PLACE TIF #465</b>					
Capital Outlay	250,000.00		126,215.00		376,215.00
<b>Total Traditions at Royalton Place TIF#4</b>	<b>250,000.00</b>	<b>-</b>	<b>126,215.00</b>	<b>-</b>	<b>376,215.00</b>
<b>OMNI SLF North Royalton LLC TIF #466</b>					
Capital Outlay	250,000.00				250,000.00

CITY OF NORTH ROYALTON  
2023 Amending Budget Ordinance

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Total OMNI SLF North Royalton LLC TIF	250,000.00	-	-	-	250,000.00
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	716,640.00 -	54,166,757.00

ORDINANCE NO. 23-24

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

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BY AND BETWEEN NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF NORTH ROYALTON FOR THE BIG CREEK BANK STABILIZATION AT WEST SPRAGUE ROAD PROJECT, AND DECLARING AN EMERGENCY

WHEREAS: The District and the City are working jointly in the Big Creek watershed near West Sprague Road, along Big Creek, which is part of the Regional Stormwater System (RSS) (District Asset ID: BC00392); and

WHEREAS: The City agreed to perform the engineering design, property acquisition and manage the construction for the Big Creek Bank Stabilization near West Sprague Road (the "Project"); and

WHEREAS: The scope of the Project is to rehabilitate and improve essential stormwater functions along the Big Creek to reduce erosion, improve water quality and maintain conveyance along this segment of the Regional Stormwater System; and

WHEREAS: The City requested the District to contribute funds to the Project and the District agreed to disburse such funds to the City for the engineering design, property acquisition and construction costs in the amount not to exceed \$1,000,000.00 (the "District Funds"); and

WHEREAS: The District is authorized under Ohio Revised Code Section 6119.41 to enter into contracts or other arrangements with a drainage, conservation, conservancy, or other improvement districts for co-operation or assistance in planning, constructing, maintaining, using, and operating the works of the District; is authorized under Ohio Revised Code Section 6119.06 (P) to enter into contracts with any person or any political subdivision to render services to such contracting party for any service the District is authorized to provide; is authorized under Ohio Revised Code Section 6119.06 (F) to make grants to any person or political subdivisions for the acquisition or construction of water resource projects by such person or political subdivisions; and is authorized under Ohio Revised Code Section 6119.06 (O) to make and enter into all contracts and agreements and execute all instruments necessary or incidental to the performance of its duties and the execution of its powers under Chapter 6119 of the Revised Code; and

WHEREAS: The parties desire to enter into this Agreement to memorialize their understanding with respect to the usage of the District Funds; and

WHEREAS: Council desires to authorize the Mayor to execute said agreement.

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

Section 1. Council hereby authorizes the Mayor to execute an agreement by and between Northeast Ohio Regional Sewer District and City of North Royalton to rehabilitate and improve essential stormwater functions along the Big Creek to reduce erosion, improve water quality and maintain conveyance along this segment of the Regional Stormwater System for the Big Creek Bank Stabilization at West Sprague Road Project in North Royalton pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

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

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to execute the agreement by and between Northeast Ohio Regional Sewer District and City of North Royalton to rehabilitate and improve essential stormwater functions along the Big Creek to reduce erosion, improve water quality and maintain conveyance along this segment of the Regional Stormwater System for the Big Creek Bank Stabilization at West Sprague Road Project in North Royalton.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

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

YEAS:

NAYS:

**PROJECT AGREEMENT  
BY AND BETWEEN  
NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
CITY OF NORTH ROYALTON  
FOR  
BIG CREEK BANK STABILIZATION AT WEST SPRAGUE ROAD PROJECT**

This Project Agreement (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date") by and between the Northeast Ohio Regional Sewer District ("District") a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of its Board of Trustees Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_ (attached as Exhibit "A"), and the City of North Royalton ("City"), a Charter Municipality of the State of Ohio, acting pursuant to Ordinance No. \_\_\_\_, passed by its City Council on \_\_\_\_\_, 2023 (attached hereto as Exhibit "B").

**RECITALS:**

1. The District and the City are working jointly in the Big Creek watershed near West Sprague Road, along Big Creek, which is part of the Regional Stormwater System (RSS) (District Asset ID: BC00392); and
2. The City agreed to perform the engineering design, property acquisition and manage the construction for the Big Creek Bank Stabilization near West Sprague Road (the "Project"); and
3. The scope of the Project is to rehabilitate and improve essential stormwater functions along the Big Creek to reduce erosion, improve water quality and maintain conveyance along this segment of the Regional Stormwater System; and
4. The City requested the District to contribute funds to the Project and the District agreed to disburse such funds to the City for the engineering design, property acquisition and construction costs in the amount not to exceed \$1,000,000.00 (the "District Funds") ; and
5. The District is authorized under Ohio Revised Code Section 6119.41 to enter into contracts or other arrangements with a drainage, conservation, conservancy, or other improvement districts for co-operation or assistance in planning, constructing, maintaining, using, and operating the works of the District; is authorized under Ohio Revised Code Section 6119.06 (P) to enter into contracts with any person or any political

subdivision to render services to such contracting party for any service the District is authorized to provide; is authorized under Ohio Revised Code Section 6119.06 (F) to make grants to any person or political subdivisions for the acquisition or construction of water resource projects by such person or political subdivisions; and is authorized under Ohio Revised Code Section 6119.06 (O) to make and enter into all contracts and agreements and execute all instruments necessary or incidental to the performance of its duties and the execution of its powers under Chapter 6 I 19 of the Revised Code; and

6. The parties desire to enter into this Agreement to memorialize their understanding with respect to the usage of the District Funds; and

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

## **Section I. City's Performance of Project Services**

A. Performance of the Project. The City shall be responsible for the performance of the Project in accordance with the Scope of Services, attached hereto as Exhibit "C," which involves the engineering design, easements acquisition, and construction of the stabilization of an approximately 300 linear foot portion of the Big Creek, as further depicted in Exhibit "D," in order to mitigate erosion as described in the Cuyahoga River North Stormwater Master Plan. The purpose of the Project is to stabilize the section of the Big Creek depicted in Exhibit "D" without increasing erosion along other reaches of the Regional Stormwater System.

1. Design. The City shall develop plans, specifications, and bid documents for the Project in accordance with the conceptual design described in Alternative 2 of the Site Assessment and Analysis submitted by Biohabitats, Inc. on November 18, 2022, attached to this Agreement as Exhibit "E". The City shall include the District in the design process as further outlined in this agreement.
2. Hydraulic Analysis. The City shall perform a hydraulic analysis of the Regional Stormwater System within the Project area to confirm the benefits of the Project to the Regional Stormwater System and provide the hydraulic analysis to the District. The City shall provide the District with all final models or model updates developed for the Project.
3. Provision of Data. The City shall provide the District any data collected in furtherance of its performance of the Project.
4. Right-of Way Acquisition & Utilities Coordination. The City shall perform the acquisition of all real estate interests necessary for the construction of the



Project, including all temporary access and permanent easements and all other real estate interests necessary to perform the Project, and will coordinate with all utility companies in finalizing the plans and specifications. All easements and other property interests will be assigned to the District following the completion of the Warranty Period (defined below). The City shall seek written approval from the District for the acquisition of any real estate interest that exceeds 10% of the appraised value, as such appraisal is performed by an appraiser that holds a State of Ohio Certified General Appraiser License and the Appraisal Institute's MAI designation. The City shall immediately notify the District in the event the City is unable to acquire all the necessary easements needed along properties depicted in Exhibit "D", and District will reevaluate the Project.

5. Construction Services. The City shall provide the District bid documentation for review prior to advertising the Request for Bids. The City shall provide the District with a walkthrough of this site at substantial completion, and any other time requested by the District.
6. Project Coordination. The City shall coordinate with the District during all critical stages and milestones of the design and construction to allow sufficient time for the District to review and provide comments related to the design documents and inspect the construction work. Upon the completion of the construction of the Project, the City shall provide to the District copies of record as-built drawings.
7. Disbursement Requests. The City shall provide requests for disbursement to the District no more than monthly in accordance with the disbursement procedure outlined in Section I (B) below. All disbursement requests shall include the Payment Request Accuracy Verification and Progress Report ("PRAV") attached to this Agreement as Exhibit "F".
8. Prevailing Wages. The City shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the Project, and shall ensure compliance with any prevailing wage requirements in said Chapter.
9. Project Schedule. The City shall complete the Project in accordance with a Project schedule developed by the City and approved by the District. The Project duration for construction shall not exceed two (2) years from the Effective Date of this Agreement without prior written approval by the District.

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

B. Utilization of District Funds. The City shall use 100% of the District Funds for activities and/or expenses related to the regional stormwater functions of the Project, as approved by the District. These activities and expenses may include engineering design, real property acquisition, construction, restoration, and materials specifically related to the Project. Any other use of District-provided funding shall require prior written approval by the District.

1. Application for Payment of Funds. The City must submit consultant invoices and contractor pay applications to the District, monthly or such other timing as mutually agreed by the City and the District, prior to payment for any costs incurred by the City related to design, property acquisition and construction, along with the consultant's or contractor's detailed invoicing detailing the Project costs that are eligible for District payment. Any such consultant invoice or contractor pay application submitted by the City to the District for payment shall include cost and work details and other information in accordance with this Agreement, and shall also include a signed, then-current PRAV document. The PRAV may be updated or otherwise amended by the District from time to time. The PRAV shall include supporting document(s), including the relevant procurement documentation, such as an itemized bill, receipt, invoice, and/or timecard.
2. The City understands, and agrees, that the PRAV document may only be signed by a duly authorized representative of the City and that signature of the PRAV by such representative shall be an affirmative representation of the City that the City has verified the accuracy of the consultant invoice or contractor pay application, that the consultant's or contractor's materials and/or services were furnished and performed in accordance with the conditions of the contract for the work and performed to the satisfaction of the City, that the consultant invoice or contractor pay application is not in dispute by either the City or its consultant/contractor, that the City's representative recommends payment, and that the City shall pay the consultant/contractor as expeditiously as possible and consistent with City's policies following receipt of approved funds from the District and within the time period prescribed in City's contract with the consultant/contractor to avoid any late fees or other penalties for late payment. The District agrees that the signatory to this Agreement may, by

designation, authorize an appropriate City staff member to execute the PRAV on behalf of City.

3. The PRAV form is submitted to the District and reviewed for completeness by the District. Provided that such any undisputed consultant invoice or contractor pay application is accompanied with a complete and duly executed PRAV and is otherwise compliant with District requirements and this Agreement, upon District review and approval by the District's Director of Watershed Programs, the District shall pay its approved amount directly to City within forty-five (45) days of receipt. The absence of written inquiry or objection of an invoice within the 45-day period shall not be deemed approval of the invoice by the District. Notwithstanding anything to the contrary in this Agreement, the District shall not pay any Project costs until such work is completed and accepted by the District as satisfactory, which acceptance shall not be unreasonably withheld, conditioned or delayed.
4. All invoicing shall be in accordance with an agreed-upon format between the District and the City. The District shall not be responsible for payment of any late fees and/or other penalties invoiced by consultants or contractors. The City shall submit proof of payment to its consultant or contractor within forty-five (45) days of the District's payment to the City. Should the City fail to submit such proof within forty-five (45) days, the District shall have the right to withhold future payment(s) to the City until such time that the City provides proof of payment of District approved funds to the consultant or contractor, and any failure of the City to comply with the material payment requirements in this Agreement may be considered a material breach of this Agreement and be cause for termination of the Agreement, in addition to any other remedies available to the District.
5. All requests for payment of District Funds for project management and design services shall be documented to the District in reasonable satisfaction based on the agreed-upon scope and fee for the design services.
6. All requests for payment of District Funds shall be documented to the District in reasonable satisfaction. All requests shall be submitted in a form sufficient to allow the District to review, inspect and approve materials, labor, and quantities installed for the Project.
7. The City shall keep all records and documents relevant to the Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and will be

submitted upon request together with any other compliance information which may be reasonably required.

8. The City shall bear the risk and remain solely responsible for any payments made by the City to third parties for work not approved by the District.

C. Public Participation, Outreach, and Signage. The City shall acknowledge the District in presentations or publications related to the Project. The City shall lead, and the District will assist, the development of a public notification plan to inform the public of the Project. The City shall acknowledge the District on Project-related public outreach communications and in City public meetings that discuss the Project. The City shall provide the District no less than fifteen (15) days' notice prior to any public meetings relative to the Project.

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

## **Section II. District Responsibilities and Disbursement of City Costs**

A. Project Presentations. The District shall acknowledge the City in presentations or publications related to the Project.

B. District Funds. The District agrees to compensate the City one hundred percent (100%) of the City's actual costs associated with engineering design, right-of-way acquisition, utility coordination, and construction for the Project in a total amount not-to-exceed \$1,000,000.00, in accordance with the disbursement procedure outlined in Section I (B) above. The District shall disburse funds to the City after receipt of documentation to the District's reasonable satisfaction and submitted in a form sufficient to allow the District to review, inspect and approve the City's invoices.

The amount of District Funds described above also includes the estimated cost of the permanent and temporary easements that the City will pay to the property owners for acquiring the property rights necessary to construct the Project in accordance with this Agreement.

In the event that the initial amount of District Funds authorized hereunder is insufficient to fully compensate the City up to one hundred percent (100%) of the City's actual costs associated with the engineering design, right-of-way acquisition, utility coordination, and construction for the Project, the District and the City shall negotiate in good faith whether the District will add additional funds to this Agreement through an Agreement amendment.

C. Timing of Payments. The District shall use best efforts to pay the City for any uncontested billings within forty-five (45) days of the District's receipt of each PRAV.

D. Review of Findings. Prior to the final report submittal, the District shall review the City's design and contribute comments throughout the design process.

E. Provision of Data. The District shall provide the City any data it may have related to the Project area.

F. Monitoring, Operation and Maintenance. During construction and through the Warranty Period, the City shall own and maintain all installed Project components, and shall operate and maintain the Project components. The District shall maintain the Project upon the expiration of the Warranty Period. Liabilities. The District is not liable for any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses of any nature, kind or description, that result from and to the extent caused by the acts or omissions of the City, the design professional, and the contractor, including all of their officers, owners, principals, subcontractors, employees, and agents. The District is not responsible for the accuracy, correctness, and reliability of the plans, specifications or construction means and methods as it is not reviewing or approving any plans as to suitability of the design/fitness for a particular purpose.

### **Section III. Term**

This Agreement shall expire upon successful completion of the obligations contained herein.

### **Section IV. Remedies**

The parties agree that all claims, counter-claims, disputes and other matters in question between the District and City arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

### **Section V. Counterpart Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

### **Section VI. Governing Law**

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

**Section VII. Disclaimer of Joint Venture**

This Agreement is not intended to create a joint venture, partnership or agency relationship between the City and District, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

**Section VIII. No Third-Party Beneficiaries**

Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

**Section IX. Authority to Execute**

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

**Section X. Severability**

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

**Section XI. Headings**

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

**Section XII. Relationship of Agreement to Exhibits**

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

**Section XIII. Exhibits**

The following exhibits are attached to this Agreement and incorporated as fully rewritten herein:

Exhibit "A" – District's Board Resolution  
Exhibit "B" – City of North Royalton Ordinance  
Exhibit "C" – Scope of Work  
Exhibit "D" – Sprague Road Stream Stabilization Project Site Map  
Exhibit "E" – Biohabitat's Site Assessment and Restoration Alternatives Analysis  
Exhibit "F" – Payment Request Accuracy Verification and Progress Report (PRAV)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

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

and: \_\_\_\_\_  
Darnell Brown  
President, Board of Trustees

CITY OF NORTH ROYALTON

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

The legal form and correctness  
of this instrument is approved.

Thomas A. Kelly  
Director of Law

By: \_\_\_\_\_

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

This Instrument Prepared By:

\_\_\_\_\_  
Anka M. Davis  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

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



AGREEMENT NO.

NORTHEAST OHIO REGIONAL  
SEWER DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

BIG CREEK BANK STABILIZATION  
AT WEST SPRAGUE ROAD PROJECT

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Total Approximate Cost: \$1,000,000.00

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

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ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

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Date

## CERTIFICATION

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

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KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

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Date