

APRIL 2023

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

MAY 2023						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2 STORM WATER, STREETS AND UTILITIES 6PM COUNCIL 7PM	3 PLANNING COMMISSION CAUCUS 6:45PM MEETING 7PM	4	5	6
7	8 CIVIL SERVICE 4PM	9	10	11	12	13
14 MOTHER'S DAY	15	16 B&BC, FINANCE AND SAFETY 6PM COUNCIL 7PM	17	18	19	20
21	22	23	24	25 BOARD OF ZONING CAUCUS 6:45PM MEETING 7PM	26	27
28	29 MEMORIAL DAY	30 REC BOARD 6PM	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
APRIL 18, 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: April 4, 2023
 - 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 Wos
Storm Water	Linda Barath
Streets	Joanne Krejci
Utilities	Heidi Webber
- 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

SECOND READING CONSIDERATION

- 1. **23-43 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWO ADMINISTRATION CODE, CHAPTER 214 GENERAL FEE SCHEDULE, SECTION 214.07 FEES IN THE PLANNING AND ZONING CODE, PARAGRAPH (a) PLANNING COMMISSION FEES AND PARAGRAPH (b) BOARD OF ZONING APPEALS ITEMS, AND DECLARING AN EMERGENCY. First reading April 4, 2023 and referred to Building and Building Codes Committee.**
- 2. **23-44 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWO ADMINISTRATION CODE, CHAPTER 214 GENERAL FEE SCHEDULE, SECTION 214.08 FEES IN THE BUILDING AND HOUSING CODE, PARAGRAPH (b)(3), PARAGRAPH (c)(2), PARAGRAPH (e), AND PARAGRAPH (i), AND DECLARING AN EMERGENCY. First reading April 4, 2023 and referred to Building and Building Codes Committee.**

FIRST READING CONSIDERATION

- * 1. **23-46** – A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF COLLEEN GROSS.
2. **23-47** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 22-181 AS AMENDED BY ORDINANCES 23-04, 23-12, 23-23 AND 23-36 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
3. **23-48** - AN ORDINANCE ACCEPTING THE BID OF JMP RESOURCES, LLC FOR THE NORTH ROYALTON BASEBALL FIELD LIGHTING UPGRADE PHASE 4 FOR AN AMOUNT NOT TO EXCEED \$65,523.00 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
4. **23-49** - AN ORDINANCE GRANTING THE MAYOR AND FINANCE DIRECTOR AUTHORITY TO AGREE TO AND APPROVE CERTAIN CONTRACT CHANGES (CHANGE ORDER #1) RELATING TO THE WORK BEING PERFORMED BY LEACH EXCAVATING, FOR THE VALLEY LANE FORCE MAIN RELOCATION PROJECT, AND DECLARING AN EMERGENCY.
5. **23-50** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART FOURTEEN BUILDING AND HOUSING CODE, CHAPTER 1481 STORM WATER MANAGEMENT, SECTION 1481.08 MAINTENANCE OF SYSTEMS, PARAGRAPH (g), AND DECLARING AN EMERGENCY.
6. **23-51** - AN ORDINANCE ACCEPTING FINAL PLAT APPROVAL AND THE DEDICATION OF THE EXTENSION OF ANGELINA DRIVE WITHIN HUNTINGTON PARK PHASE IV SUBDIVISION, AND DECLARING AN EMERGENCY.
7. **23-52** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT BY AND BETWEEN THE CITY OF NORTH ROYALTON AND COGECO US (OH), LLC DBA BREEZELINE, TO ALLOW COGECO US (OH), LLC DBA BREEZELINE TO USE A PORTION OF PPN 482-34-015, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

RESOLUTION NO. 23-46 INTRODUCED BY: Marnecheck, Nickell, Barath, Krejci, Dietrich,
Webber, Vos, Mayor Antoskiewicz

RESOLUTION NO. 23-46 INTRODUCED BY: Marnecheck, Nickell, Barath, Krejci, Dietrich,
Webber, Vos, Mayor Antoskiewicz

A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF COLLEEN GROSS

WHEREAS: Colleen Gross began her career with the City of North Royalton as a full-time Corrections Officer for the North Royalton Police Department on March 24, 1992; and

WHEREAS: Ms. Gross continued to serve the North Royalton Police Department as the Custodian of Records beginning in August 1995 until her retirement on March 31, 2023; and

WHEREAS: The Council and the Mayor of the City of North Royalton wish to acknowledge Ms. Gross for all of her community service.

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

Section 1. The Council and the Mayor of the City of North Royalton do hereby formally acknowledge and thank Colleen Gross for her community service.

Section 2. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Ms. Gross in recognition of her many years of service to the community.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 22-181 AS AMENDED BY ORDINANCES 23-04, 23-12, 23-23 AND 23-36 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, 23-12, 23-23 and 23-36 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 4/18/2023 - Council Meeting

General Fund #101	Police	Contractual Services	\$	2,200	A	\$	372,238	Monies Requested by Chief Tarase for estimated remaining Equipment Maintenance Contractual Services for 2023.
General Fund #101	Police	Capital	\$	(2,200)	A	\$	27,800	Offset - For Increase in Contractual Services
General Fund #101	Animal Control	Contractual Services	\$	400	B	\$	5,615	Monies Requested by Chief Tarase for estimated remaining Vehicle Maintenance Control Contractual Services for 2023.
General Fund #101	Animal Control	Supply & Materials	\$	(400)	B	\$	6,363	Offset - For Increase in Contractual Services
General Fund #101	Parks and Recreation	Supply & Materials	\$	2,500	C	\$	150,200.00	Monies Requested for Paint and Paint Supplies for Restroom Repairs/Renovations at York Road Baseball Fields
General Fund #101	Parks and Recreation	Capital Outlay	\$	34,000	D	\$	82,730	Monies Requested to Purchase Replacement Trash Cans (Estimated Cost \$24,000) --- (8 at City Green, 10 at Memorial Park, and 26 at York Road Ballfields), along with ~\$10,000 to perform Minor Repairs/Renovations to the York Road Baseball Field Restrooms.
NOPEC Grant Fund #221	General Government	Capital Outlay	\$	5,523	E	\$	65,523	2023 Budget had estimated \$60,000 for Phase 4 of Baseball Field Lighting. The bid opening occurred on 03/29/2023, and the lowest and best bid was JMP Resources for \$65,523. The budget amendment is being presented to accommodate the bid price. Please note that the bid award is also being presented to City Council on the April 18, 2023 Meeting and the City received a NOPEC Grant for this project authorized per Ordinance #23-22.
Storm Sewer & Drainage Fund #433	Storm Sewer & Drainage	Capital Outlay	\$	11,004	F	\$	386,154	Ord #22-200 Authorized Leach Excavating to perform the Valley Lane Force Main Relocation Project for an amount not to exceed \$67,340. A change order (also being presented at the April 18th Meeting) totals \$11,003.92. This amendment is being presented to accommodate the change order, since the 2023 approved budget did not anticipate a change order. Please note that the NEORS has agreed to reimburse the city for half of the costs related to the construction of the project up to \$45,000, so even with the change order, the city will still receive the reimbursement from NEORS.

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	Amend #3 Ord #23-23 February 21, 2023	Amend #4 Ord #23-36 March 21, 2023	Proposed Amendment April 18, 2023	Total 2023 Appropriations
GENERAL FUND							
POLICE DEPARTMENT							
Personal Service	5,089,463.00						5,089,463.00
Contractual Services	358,038.00		12,000.00			2,200.00 A	372,238.00
Supply & Materials	249,720.00		(12,000.00)				237,720.00
Capital Outlay	30,000.00					(2,200.00) A	27,800.00
Debt Service	147,000.00						147,000.00
Total Police Department	5,874,221.00	-	-	-	-	-	5,874,221.00
ANIMAL CONTROL							
Personal Service	180,620.00						180,620.00
Contractual Services	5,215.00					400.00 B	5,615.00
Supply & Materials	6,763.00					(400.00) B	6,363.00
Capital Outlay	2,200.00						2,200.00
Total Animal Control Department	194,798.00	-	-	-	-	-	194,798.00
FIRE DEPARTMENT							
Personal Service	521,655.00						521,655.00
Contractual Services	420,200.00						420,200.00
Supply & Materials	152,700.00						152,700.00
Capital Outlay	8,000.00						8,000.00
Total Fire Department	1,102,555.00	-	-	-	-	-	1,102,555.00
POLICE AND FIRE COMMUNICATIONS							
Personal Service	489,980.00						489,980.00
Contractual Services	813,000.00						813,000.00
Supply & Materials	4,933.00						4,933.00
Capital Outlay	9,500.00						9,500.00
Total Police & Fire Comm	1,317,413.00	-	-	-	-	-	1,317,413.00
STREET LIGHTING							
Contractual Services	115,500.00					-	115,500.00
Total Street Lighting	115,500.00	-	-	-	-	-	115,500.00
	-						
CEMETERY DEPARTMENT							
Contractual Services	32,300.00			2,640.00			34,940.00
Supply & Materials	228,600.00						228,600.00
Capital Outlay	2,000.00						2,000.00
Total Cemetery Department	262,900.00	-	-	2,640.00	-	-	265,540.00
PARKS & RECREATION DEPARTMENT							
Personal Service	686,365.00						686,365.00
Contractual Services	153,600.00						153,600.00
Supply & Materials	147,700.00					2,500.00 C	150,200.00
Capital Outlay	43,375.00		5,355.00		-	34,000.00 D	82,730.00
Total Parks & Recreation Department	1,031,040.00	-	5,355.00	-	-	36,500.00	1,072,895.00
PLANNING COMMISION							
Personal Service	93,575.00						93,575.00
Contractual Services	14,600.00						14,600.00
Supply & Materials	1,000.00						1,000.00
Total Planning Commission	109,175.00	-	-	-	-	-	109,175.00
BOARD OF ZONING							
Personal Service	2,935.00						2,935.00
Contractual Services	3,500.00						3,500.00
Supply & Materials	1,200.00						1,200.00
Total Board of Zoning	7,635.00	-	-	-	-	-	7,635.00
BUILDING DEPARTMENT							
Personal Service	855,520.00						855,520.00
Contractual Services	90,100.00						90,100.00
Supply & Materials	17,500.00						17,500.00
Capital Outlay	18,500.00						18,500.00
Total Building Department	981,620.00	-	-	-	-	-	981,620.00
COMMUNITY DEVELOPMENT							
Personal Service	176,299.00						176,299.00
Contractual Services	100,900.00						100,900.00
Supply & Materials	3,750.00						3,750.00
Capital Outlay	-						-
Total Community Development	280,949.00	-	-	-	-	-	280,949.00
RUBBISH COLLECTION							
Contractual Services	1,850,000.00					-	1,850,000.00
Total Rubbish Collection	1,850,000.00	-	-	-	-	-	1,850,000.00
SERVICE BUILDING AND GROUNDS							
Contractual Services	88,100.00						88,100.00
Supply & Materials	33,000.00						33,000.00
Capital Outlay	35,000.00						35,000.00
Total Service Bldg. & Grounds	156,100.00	-	-	-	-	-	156,100.00
MAYOR'S OFFICE							
Personal Service	284,230.00						284,230.00
Contractual Services	35,000.00						35,000.00
Supply & Materials	2,600.00						2,600.00
Capital Outlay	3,500.00						3,500.00
Total Mayor's Office	325,330.00	-	-	-	-	-	325,330.00

CITY OF NORTH ROYALTON
2023 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Amend #2 Ord #23-12 February 7, 2023	Amend #3 Ord #23-23 February 21, 2023	Amend #4 Ord #23-36 March 21, 2023	Proposed Amendment April 18, 2023	Total 2023 Appropriations
FINANCE DEPARTMENT							
Personal Service	494,915.00						494,915.00
Contractual Services	134,120.00						134,120.00
Supply & Materials	2,150.00						2,150.00
Capital Outlay	10,500.00						10,500.00
Total Finance Department	641,685.00	-	-	-	-	-	641,685.00
LEGAL ADMINISTRATION							
Personal Service	455,110.00						455,110.00
Contractual Services	143,300.00						143,300.00
Supply & Materials	10,000.00						10,000.00
Capital Outlay	6,500.00						6,500.00
Total Legal Administration	614,910.00	-	-	-	-	-	614,910.00
ENGINEERING DEPARTMENT							
Personal Service	102,890.00						102,890.00
Contractual Services	133,600.00				50,000.00		183,600.00
Supply & Materials	4,250.00						4,250.00
Capital Outlay	8,000.00						8,000.00
Total Engineering	248,740.00	-	-	-	50,000.00	-	298,740.00
LEGISLATIVE							
Personal Service	352,855.00						352,855.00
Contractual Services	89,430.00						89,430.00
Supply & Materials	13,500.00						13,500.00
Capital Outlay	2,500.00						2,500.00
Total Legislative Activity	458,285.00	-	-	-	-	-	458,285.00
MAYOR'S COURT							
Personal Service	218,965.00						218,965.00
Contractual Services	57,440.00						57,440.00
Supply & Materials	1,100.00						1,100.00
Total Mayor's Court	277,505.00	-	-	-	-	-	277,505.00
CIVIL SERVICE							
Personal Service	5,140.00						5,140.00
Contractual Services	22,300.00						22,300.00
Supply & Materials	100.00						100.00
Total Civil Service	27,540.00	-	-	-	-	-	27,540.00
CITY HALL BUILDING							
Personal Service	299,815.00		(5,355.00)				294,460.00
Contractual Services	190,550.00						190,550.00
Supply & Materials	23,350.00						23,350.00
Capital Outlay	35,000.00						35,000.00
Total City Hall Building	548,715.00	-	(5,355.00)	-	-	-	543,360.00
OTHER GENERAL GOVERNMENT							
Personal Services	7,500.00						7,500.00
Contractual Services	120,000.00						120,000.00
Supply & Materials	257,250.00	30,000.00					287,250.00
Transfers-Out	4,627,050.00		65,000.00				4,692,050.00
Advances-Out	-			223,000.00			223,000.00
Total - Other General Government	5,011,800.00	30,000.00	65,000.00	223,000.00	-	-	5,329,800.00
TOTAL - GENERAL FUND	21,438,416.00	30,000.00	65,000.00	225,640.00	50,000.00	36,500.00	21,845,556.00
ENFORCEMENT AND EDUCATIONAL FUND #205							
Personal Service	30,000.00						30,000.00
Supply & Materials	6,000.00						6,000.00
Total Enforcement & Education Fund	36,000.00	-	-	-	-	-	36,000.00
DRUG LAW ENFORCEMENT FUND #206							
Supply & Materials	200.00						200.00
Capital Outlay	-				6,500.00		6,500.00
Total Drug Law Enforcement Fund	200.00	-	-	-	6,500.00	-	6,700.00
POLICE FACILITY OPERATING FUND #207							
Personal Service	1,128,900.00						1,128,900.00
Contractual Services	23,800.00	5,000.00					28,800.00
Supply & Materials	80,050.00						80,050.00
Capital Outlay	7,000.00						7,000.00
Total Police Facility Operating Fund	1,239,750.00	5,000.00	-	-	-	-	1,244,750.00
LAW ENFORCEMENT TRUST FUND #208							
Personal Service	-		15,000.00				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
Total Law Enforcement Trust Fund	45,050.00	-	27,793.00	-	-	-	72,843.00
EMERGENCY MEDICAL SERVICE LEVY FUND #209							
Personal Service	4,031,000.00						4,031,000.00
Contractual Services	78,150.00						78,150.00
Supply & Materials	50,500.00						50,500.00
Total EMS Levy Fund	4,159,650.00	-	-	-	-	-	4,159,650.00
MOTOR VEHICLE LICENSE FUND #210							
Street Repair	225,000.00						225,000.00
Total Motor Vehicle License Fund	225,000.00	-	-	-	-	-	225,000.00

CITY OF NORTH ROYALTON 2023 Amending Budget Ordinance							
	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Amend #2 Ord #23-12 February 7, 2023	Amend #3 Ord #23-23 February 21, 2023	Amend #4 Ord #23-36 March 21, 2023	Proposed Amendment April 18, 2023	Total 2023 Appropriations
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211							
Signals & Signs							
Contractual Services	70,000.00						70,000.00
Supply & Materials	25,000.00						25,000.00
	<u>95,000.00</u>	-	-	-	-	-	<u>95,000.00</u>
Street Reconstruction							
Contractual Service	100,000.00						100,000.00
Capital Outlay	1,425,000.00				(500,000.00)		925,000.00
	<u>1,525,000.00</u>	-	-	-	(500,000.00)	-	<u>1,025,000.00</u>
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	-						-
	<u>2,979,515.00</u>	-	-	-	-	-	<u>2,979,515.00</u>
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	-						-
	<u>569,000.00</u>	-	-	-	-	-	<u>569,000.00</u>
Total SCMR Fund	<u>5,168,515.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(500,000.00)</u>	<u>-</u>	<u>4,668,515.00</u>
STATE HIGHWAY FUND #212							
Traffic Signals & Marking							
Contractual Services	25,000.00	-	-	-	-	-	25,000.00
Street Maintenance & Repair							
Operating Supplies	30,000.00	-	-	-	-	-	30,000.00
Snow & Ice Removal							
Supply & Materials	70,000.00	-	-	-	-	-	70,000.00
Total State Highway Fund	<u>125,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>125,000.00</u>
CITY INCOME TAX FUND #213							
Contractual Services	725,000.00				-	-	725,000.00
Total City Income Tax Fund	<u>725,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>725,000.00</u>
POLICE LEVY FUND #215							
Personal Services	1,030,000.00						1,030,000.00
Contractual Services	4,000.00						4,000.00
Supply & Materials	2,500.00						2,500.00
Capital Outlay	362,325.00						362,325.00
Total Police Levy Fund	<u>1,398,825.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,398,825.00</u>
FIRE LEVY FUND #216							
Personal Service	980,000.00						980,000.00
Total Fire Levy Fund	<u>980,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>980,000.00</u>
RECYCLING GRANT FUND #217							
Contractual Services	6,000.00						6,000.00
Total Recycling Grant Fund	<u>6,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,000.00</u>
OFFICE ON AGING FUND #219							
Personal Services	85,720.00						85,720.00
Contractual Services	58,300.00						58,300.00
Supply & Materials	7,198.00						7,198.00
Capital Outlay	180,316.00						180,316.00
Total Office on Aging Fund	<u>331,534.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>331,534.00</u>
NOPEC GRANT FUND #221							
Contractual Services	-						-
Capital Outlay	60,000.00					5,523.00	65,523.00
Total NOPEC Grant Fund	<u>60,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,523.00</u>	<u>65,523.00</u>
COURT COMPUTER FUND #236							
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
Total Court Computer Fund	<u>10,000.00</u>	<u>7,500.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>17,500.00</u>
COMMUNITY DIVERSION PROGRAM FUND #237							
Personal Services	5,500.00						5,500.00
Contractual Services	2,000.00						2,000.00
Operating Supplies	450.00						450.00
Capital Outlay							-
Total Community Diversion Program Fund	<u>7,950.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,950.00</u>
ENTERPTISE ZONE FUND #239							
Contractual Services	15,000.00						15,000.00
Total Enterprise Zone Fund	<u>15,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>15,000.00</u>
YMCA SPECIAL REVENUE FUND #249							
Transfers-Out	346,700.00						346,700.00
Total YMCA Special Revenue Fund	<u>346,700.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>346,700.00</u>
LOCAL CORONAVIRUS RELIEF FUND #252							
Personal Service	-						-
Operating Supplies	-	-					-
Total Local Coronavirus Relief Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

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	Amend #3 Ord #23-23 February 21, 2023	Amend #4 Ord #23-36 March 21, 2023	Proposed Amendment April 18, 2023	Total 2023 Appropriations
ARPA FEDERAL FUND #254							
Personal Service	-	-		-			-
Contractual Services	-	-	-				-
Capital Outlay	-	-	-	-			-
Total Local Coronavirus Relief Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ACCRUED BALANCES FUND #260							
Personal Service	150,000.00				-		150,000.00
Total Accrued Balances Fund	<u>150,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>150,000.00</u>
POLICE PENSION FUND #261							
Personal Service	792,671.00					-	792,671.00
Total Police Pension Fund	<u>792,671.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>792,671.00</u>
FIRE PENSION FUND #262							
Personal Service	892,678.00					-	892,678.00
Total Fire Pension Fund	<u>892,678.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>892,678.00</u>
GENERAL BOND RETIREMENT FUND #321							
Contractual Services	-						-
Operating Supplies	-						-
Debt Service - Interest	479,166.00						479,166.00
Debt Service - Principal	1,382,528.00						1,382,528.00
Total General Bond Retirement Fund	<u>1,861,694.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,861,694.00</u>
SPECIAL ASSESSMENT FUND #341							
Contractual Service	2,000.00						2,000.00
Operating Supplies	-						-
Debt Service	140,163.00						140,163.00
Total Special Assessment Fund	<u>142,163.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>142,163.00</u>
SERVICE CAPITAL FUND #430							
Capital Outlay	-						-
Debt Service	-						-
Total Service Capital Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
RECREATION CAPITAL IMPROVEMENT FUND #431							
Contractual Services	-		40,000.00				40,000.00
Capital Outlay	300,000.00		25,000.00				325,000.00
Total Rec Capital Improvement Fund	<u>300,000.00</u>	<u>-</u>	<u>65,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>365,000.00</u>
FUTURE CAPITAL IMPROVEMENT FUND #432							
Professional Services	-						-
Capital Outlay	500,000.00						500,000.00
Transfers-Out	209,837.00						209,837.00
Total Future Capital Improvement Fund	<u>709,837.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>709,837.00</u>
STORM AND SEWER DRAINAGE FUND #433							
Contractual Services	68,000.00			173,000.00			241,000.00
Capital Outlay	208,000.00	117,150.00		50,000.00		11,004.00	386,154.00
Advance Out	-			223,000.00			223,000.00
Total Storm & Sewer Drainage Fund	<u>276,000.00</u>	<u>117,150.00</u>	<u>-</u>	<u>446,000.00</u>	<u>-</u>	<u>11,004.00</u>	<u>850,154.00</u>
FIRE CAPITAL IMPROVEMENT FUND #434							
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	-						-
Total Fire Capital Improvement Fund	<u>768,388.00</u>	<u>-</u>	<u>-</u>	<u>45,000.00</u>	<u>-</u>	<u>-</u>	<u>813,388.00</u>
YMCA CAPITAL RESERVE FUND #437							
Contractual Services	34,000.00						34,000.00
Capital Outlay	30,000.00						30,000.00
Total YMCA Capital Imp Fund	<u>64,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>64,000.00</u>
EXCESSIVE LOAD FUND #444							
Contractual Services	-						-
Capital Outlay	-			-			-
Total Wallings Road Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
WATER MAIN FUND #445							
Contractual Services	15,000.00						15,000.00
Operating Supplies	-						-
Capital Outlay	-						-
Total Water Main Fund	<u>15,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>15,000.00</u>
YMCA CAPITAL IMPROVEMENT FUND #449							
Contractual Services	-				-	-	-
Total YMCA Capital Imp Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ISSUE 1 - SPRAGUE ROAD FUND #451							
Transfer Out	17,887.00						17,887.00
Total Issue 1 - Sprague Rd. Fund	<u>17,887.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>17,887.00</u>
TRADITIONS AT ROYALTON PLACE TIF #465							
Capital Outlay	250,000.00		126,215.00				376,215.00
Total Traditions at Royalton Place TIF#4	<u>250,000.00</u>	<u>-</u>	<u>126,215.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>376,215.00</u>
OMNI SLF North Royalton LLC TIF #466							
Capital Outlay	250,000.00						250,000.00
Total OMNI SLF North Royalton LLC TIF	<u>250,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>250,000.00</u>

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	Amend #3 Ord #23-23 February 21, 2023	Amend #4 Ord #23-36 March 21, 2023	Proposed Amendment April 18, 2023	Total 2023 Appropriations
WASTEWATER TREATMENT FUND #551							
Sanitary Sewer Treatment							
Personal Services	1,469,980.00						1,469,980.00
Contractual Services	2,802,150.00						2,802,150.00
Supply & Materials	657,800.00						657,800.00
Capital Outlay	25,000.00						25,000.00
Advance Out	-						-
Total Wastewater Treatment Fund	4,954,930.00	-	-	-	-	-	4,954,930.00
WASTEWATER MAINTENANCE FUND #552							
Storm Sewer & Drainage Maintenance							
Personal Service	732,220.00						732,220.00
Contractual Services	332,100.00						332,100.00
Supply & Materials	177,500.00						177,500.00
Capital Outlay	110,000.00						110,000.00
Advance Out	-						-
Total Stormwater & Drainage	1,351,820.00	-	-	-	-	-	1,351,820.00
Wastewater Maintenance							
Personal Service	1,299,600.00						1,299,600.00
Contractual Services	327,800.00						327,800.00
Supply & Materials	252,150.00						252,150.00
Capital Outlay	15,000.00						15,000.00
Total Wastewater Maintenance	1,894,550.00	-	-	-	-	-	1,894,550.00
Total WW Maintenance Fund	3,246,370.00	-	-	-	-	-	3,246,370.00
WASTEWATER DEBT SERVICE FUND #553							
Debt Service	1,250,251.00						1,250,251.00
Total WW Debt Service Fund	1,250,251.00	-	-	-	-	-	1,250,251.00
WASTEWATER REPAIR AND REPLACEMENT FUND #555							
Capital Outlay	505,000.00						505,000.00
Transfers-Out	-	-					-
Total WW Repair & Replacem't	505,000.00	-	-	-	-	-	505,000.00
OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710							
Personal Services	-						-
Contractual Service	-						-
Other Operating	-						-
Transfer-Out	-						-
Total OGBC Fund	-	-	-	-	-	-	-
IMPROVEMENT HOLDING FUND #763							
Refunds	85,000.00						85,000.00
Total Improvement Holding Fund	85,000.00	-	-	-	-	-	85,000.00
OHIO BOARD OF BUILDING STANDARDS FUND #764							
Other	5,500.00						5,500.00
Total OBBS Fund	5,500.00	-	-	-	-	-	5,500.00
BUILDING CONSTRUCTION BOND FUND #766							
Other	150,000.00						150,000.00
Transfer Out	-						-
Total Bldg. Construction Bond Fund	150,000.00	-	-	-	-	-	150,000.00
OFFICE ON AGING DEPOSITS FUND #768							
Other	-						-
Total Office on Aging Deposits Fund	-	-	-	-	-	-	-
UNCLAIMED FUNDS #769							
Other	500.00						500.00
Total Unclaimed Funds	500.00	-	-	-	-	-	500.00
FUND TOTALS	53,006,459.00	159,650.00	284,008.00	716,640.00	(443,500.00)	53,027.00 -	53,776,284.00

ORDINANCE NO. 23-48

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck

AN ORDINANCE ACCEPTING THE BID OF JMP RESOURCES, LLC FOR THE NORTH ROYALTON
BASEBALL FIELD LIGHTING UPGRADE PHASE 4 FOR AN AMOUNT NOT TO EXCEED \$65,523.00
AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for the North Royalton baseball field lighting upgrade Phase 3; and

WHEREAS: It has been determined that the bid of JMP Resources, LLC for an amount not to exceed \$65,523.00 is the lowest and best bid; and

WHEREAS: Council desires to accept this bid.

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

Section 1. Council hereby accepts the bid of JMP Resources, LLC for the North Royalton baseball field lighting upgrade Phase 4 for an amount not to exceed \$65,523.00 as the lowest and best bid as outlined in Exhibit A attached hereto.

Section 2. The Mayor is hereby authorized to enter into a contract with JMP Resources, LLC in a form approved by the Director of Law.

Section 3. The City Engineer is hereby authorized and directed to forward a certified copy of this Ordinance to JMP Resources, LLC and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the bid of JMP Resources, LLC for the North Royalton baseball field lighting upgrade Phase 4 so that this work may commence.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

North Royalton Ball F
Bid Tabulation Form
3/29/2023

Contractor	Bid Bond	Total Bid Price
JMP Resources, LLC	Y	\$ 65,523.00

Bid Bond 10%



March 29, 2023

City of North Royalton
11545 Royalton Road
North Royalton, OH 44133

Attn: Justin Haselton PE
City Engineer

Re: North Royalton Baseball Field Lighting Upgrade Phase 4 Bid Tabulation

Dear Justin,

Bids were received from one contractor today for the North Royalton Baseball Field Lighting Upgrade Phase 4 Project. Bids were based on the drawings and specifications dated 3/2/2023 and prepared by Scheeser Buckley Mayfield LLC. See the attached bid tabulation form.

The project bid form required a base bid only.

We have reviewed the information received from each of the bidders and it is our recommendation that the apparent low and best bidder, JMP Resources be considered for the award of this project in the amount of \$65,523.

We have performed a scope review phone call with this contractor to verify that their bid was all inclusive. A summary of that conversation is attached.

If you have any questions regarding the above, please do not hesitate to call.

Very truly yours,

Scheeser Buckley Mayfield LLC

A handwritten signature in black ink, appearing to read 'Tyler Masters', written over a light blue horizontal line.

Tyler Masters, PE
Principal

Attachments: 2023-03-28 Ball Field Lighting Upgrade Phase 4 Bid Tabulation Form, 2023-03-29 Ball Field Lighting Upgrade Phase 4 Scope Review Letter

M:\2023\23022\Construct\Correspondence\Bid Opening\2023-03-29 Ball Field Lighting Upgrade Phase 4 Bid Recommendation.docx



March 29, 2023

JMP Resources
2894 Carriage Stone St. NW
Uniontown OH, 44683

Attn: Jason Pribanich

Re: North Royalton Ball Field Lighting Upgrade Phase 4 Scope Review Summary

Dear Jason,

Below is a narrative summary of today's scope review call between Tyler Masters and yourself:

1. The contractor confirmed that the \$2,000 allowance for permit fees was included in the base bid cost submitted on the bid proposal form.
2. The contractor confirmed the understanding that two light fixtures are to be furnished by the owner as shown on the drawings.
3. The contractor confirmed that all fixture mounting hardware and supports have been included.
4. The contractor confirmed that new grounding for each pole has been included.
5. The contractor confirmed that ground repair back to original condition has been included.
6. The contractor confirmed that the schedule of the project is understood.
7. The contractor confirmed that his bid is based off of Ephesus sports lighting.
8. The contractor confirmed that the light quantities are based off of the manufacturer's photometric calculations.

Please sign below to verify that the information contained in this letter is correct.

A handwritten signature in cursive script that reads 'Jason Pribanich'.

Jason Pribanich, Owner, JMP Resources

Very truly yours,

Scheeser Buckley Mayfield LLC

A handwritten signature in cursive script that appears to read 'Tyler Masters'.

Tyler Masters, PE
Principal

M:\2023\23022\Construc\Correspondence\Bid Opening\2023-03-29 Ball Field Lighting Upgrade Phase 4 Scope Review Letter.docx

ORDINANCE NO. 23-49

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE GRANTING THE MAYOR AND FINANCE DIRECTOR AUTHORITY TO AGREE TO AND APPROVE CERTAIN CONTRACT CHANGES (CHANGE ORDER #1) RELATING TO THE WORK BEING PERFORMED BY LEACH EXCAVATING, FOR THE VALLEY LANE FORCE MAIN RELOCATION PROJECT, AND DECLARING AN EMERGENCY

- WHEREAS: A contract was executed by and between the City of North Royalton and Leach Excavating for the Valley Lane Force Main Relocation Project pursuant to Ordinance 22-200; and
- WHEREAS: It has become necessary to amend certain items of this contract due to the rejection of the concrete delivered to the project site; and
- WHEREAS: Council desires to amend certain work provided pursuant to said contract thereby adjusting the amended contract price in accordance with Change Order #1.

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

- Section 1. The Mayor and the Finance Director, on behalf of the City of North Royalton, are hereby authorized to execute the contract changes relating to the work performed by Leach Excavating, for the Valley Lane Force Main Relocation Project as described in Exhibit A, Change Order#1.
- Section 2. The total cost of the amended items shall be \$11,003.92 for a new contract amount of \$78,343.92 as outlined in Exhibit A attached hereto and incorporated herein as if fully rewritten.
- Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and further in order to secure the continued employment of the contractor on site, avoid the costs of remobilization and continue the necessary work and to assure that all changes to this contract are properly recorded to ensure accurate record keeping for this project.

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:

CONSTRUCTION PROGRESS PAYMENT APPLICATION NO.:

1

DATE: 4/6/2023

PROJECT NAME: Valley Lane Force Main Relocation REBID - Base Bid

OWNER: City of North Royalton

CONTRACTOR: Leach Excavating

PROJECT NO.: 210348

ORIGINAL CONTRACT \$67,340.00

C.O. #1 \$11,003.92

C.O. #2

C.O. #3

C.O. #4

C.O. #5

CURRENT CONTRACT \$78,343.92

PAY PERIOD

FROM: 1/12/2023

TO: 3/31/2023

CONTRACT PERIOD

CONTRACT DATE: 1/12/2023

COMPLETION DATE: 3/31/2023

% TIME ELAPSED: 100.0%

% WORK COMPLETED: 100.0%

RECOMMENDED PAYMENT:

1. TOTAL AMOUNT EARNED -----	\$78,343.92
2. LESS RETAINAGE 8% OF 1ST 50% ----	(\$2,693.60)
3. PLUS 92% DELIVERED MATERIALS ----	\$0.00
4. LESS PREVIOUS PAYMENTS -----	\$0.00
5. LESS CREDITS DUE OWNER -----	\$0.00
6. AMOUNT TO BE PAID -----	\$75,650.32

APPLICATION SUBMITTED BY:

The undersigned Contractor certifies that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's obligations associated with prior applications for payment.

Michael Leach, President
Leach Excavating

DATE

4/7/2023

APPROVALS:

Hon. Larry Antoskiewicz
Mayor

DATE

APPROVAL RECOMMENDED BY:

Chris Brubaker

4-7-23

Chris Brubaker

DATE

CT Consultants, Inc.

Justin R. Haselton, P.E.

DATE

CT Consultants, Inc.

OWNER: City of North Royalton					CONTRACTOR: Leach Excavating								
PROJECT: Valley Lane Force Main Relocation REBID - Base Bid					PROJECT NO.: 210348					PAY EST. NO.: 1		DATE: 4/6/2023	
REF. NO.	ODOT ITEM NO.	CONTRACT AMOUNTS				EXTENDED TOTALS \$	COMPLETED PREVIOUSLY		COMPLETED THIS PERIOD		COMPLETED TO DATE		% COMPL.
		DESCRIPTION	QTY	UNIT	UNIT PRICE		QTY	\$	QTY	\$	QTY	\$	
1	201	CLEARING AND GRUBBING	1.00	LS	\$11,138.00	\$11,138.00			1.00	11,138.00	1.00	11,138.00	100.00
2	202	FORCE MAIN ABANDONED, AS PER PLAN	1.00	LS	\$3,000.00	\$3,000.00			1.00	3,000.00	1.00	3,000.00	100.00
3	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1.00	LS	\$2,750.00	\$2,750.00			1.00	2,750.00	1.00	2,750.00	100.00
4	624	MOBILIZATION	1.00	LS	\$2,500.00	\$2,500.00			1.00	2,500.00	1.00	2,500.00	100.00
5	638	CONNECT NEW FORCE MAIN TO EXISTING FORCE MAIN, AS PER PLAN	2.00	EACH	\$2,626.00	\$5,252.00			2.00	5,252.00	2.00	5,252.00	100.00
6	638	8 INCH CAP OR PLUG	2.00	EACH	\$220.00	\$440.00			2.00	440.00	2.00	440.00	100.00
7	653	TOPSOIL FURNISHED AND PLACED	10.00	LS	\$33.00	\$330.00			10.00	330.00	10.00	330.00	100.00
8	659	SEEDING AND MULCHING	80.00	SY	\$4.25	\$340.00			80.00	340.00	80.00	340.00	100.00
9	680	BYPASS PUMPING ALLOWANCE, AS PER PLAN	1.00	LS	\$5,000.00	\$5,000.00			1.00	5,000.00	1.00	5,000.00	100.00
10	680	8 INCH FORCE MAIN, AS PER PLAN	140.00	FT	\$206.00	\$28,840.00			140.00	28,840.00	140.00	28,840.00	100.00
11	832	STORM WATER POLLUTION PREVENTION PLAN	1.00	LS	\$2,750.00	\$2,750.00			1.00	2,750.00	1.00	2,750.00	100.00
12	832	EROSION CONTROL	5,000.00	EACH	\$1.00	\$5,000.00			5,000.00	5,000.00	5,000.00	5,000.00	100.00
TOTALS						\$67,340.00	\$	0.00	\$	67,340.00	\$	67,340.00	100.00

CHANGE ORDER 01

1		Downtime/overtime for rejected concrete mix	1.00	LS	\$11,003.92	\$11,003.92			1.00	11,003.92	1.00	11,003.92	100.00
TOTALS						\$11,003.92	\$	0.00	\$	11,003.92	\$	11,003.92	100.00
TOTALS						\$78,343.92	\$	0.00	\$	78,343.92	\$	78,343.92	100.00

ORDINANCE NO. 23-50

INTRODUCED BY: Mayor Antoskiewicz, Barath, Nickell, Wos
Co-Sponsor: Marnecheck

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART FOURTEEN BUILDING AND HOUSING CODE, CHAPTER 1481 STORM WATER MANAGEMENT, SECTION 1481.08 MAINTENANCE OF SYSTEMS, PARAGRAPH (g), AND DECLARING AN EMERGENCY

WHEREAS: It has been determined to be necessary to amend the Codified Ordinances of the City of North Royalton, Part Fourteen Building and Housing Code, Chapter 1481 Storm Water Management, Section 1481.08 Maintenance of Systems, Paragraph (g) in order to encourage the maintenance and upkeep of Storm Water Facilities within the city; and

WHEREAS: Council desires to provide for this amendment.

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

Section 1. Part Fourteen Building and Housing Code, Chapter 1481 Storm Water Management, Section 1481.08 Maintenance of Systems, Paragraph (g) of the Codified Ordinances of the City of North Royalton is hereby amended to hereinafter read as follows:

(g) A property owner, including but not limited to a home owners association, that has been issued a Cuyahoga Soil & Water Conservation District Long-Term Operation and Maintenance Report on behalf of the City Engineer requiring the property owner to take corrective action may be eligible to apply for grant funds to help offset required maintenance related expenses of their storm water management facility. In addition, other owners of adjacent real property may join together and apply for grant funds set forth herein to aid in collaborative corrective action to address any "storm water nuisance" as determined by the City Engineer. Storm water management facility and storm water nuisance grant applications shall be completed and submitted as follows:

(1) Applications are available on the City's website under the Engineering Department page.

(2) Completed applications shall be submitted to the City Engineering Department for consideration for the following maintenance activities:

- A. Clogged or damaged infrastructure;
- B. Dredging and/or sediment removal;
- C. Erosion repairs and stabilization;
- D. Invasive vegetation removal;
- E. Trash and/or debris removal;
- F. Safety issues; and

G. Inadequate or improperly graded swales including property grades that have been modified without permits or fail to meet the original grades as approved by the City.

3. Applications shall be limited to maintenance expenses outlined in the most currently issued Long-Term Operation and Maintenance Report issued by the Cuyahoga Soil & Water Conservation District or costs incurred to effect remedial work as to storm water nuisances.

4. Grant funding shall be limited *reimbursement of* ~~to~~ a maximum of one-quarter of the total cost associated with the required maintenance or remedial work, not to exceed seven thousand dollars (\$7,000) per project *per applicant per year* as defined above.

5. Applications for grant funding will be reviewed on a "first come, first serve" basis, and available as further limited by City Council funding.

~~6. Property owners shall be eligible to apply for grant funds only once every three years.~~

~~7.~~ 6. Storm water management facilities commenced and/or completed since January 1, 2017 shall be eligible to apply for grant funding.

~~8.~~ 7. Applications may be denied for incompleteness or lack of sufficient funding; failure to qualify for grant funds is solely determined by the City Engineer.

~~9.~~ 8. Payment of the grant shall be made only after the satisfactory completion of the required maintenance or remedial work, and upon proof of payment of the entire project cost thereof.

~~10.~~ 9. The City Engineer's decision on a grant application can be appealed to the City Law Director. The Law Director's determination will be in the nature of a moral claim in that it will be final and not subject to appeal.

Section 2. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.

Section 3. Section 1481.08 of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other provisions of this section shall remain in full force and effect.

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to amend the Codified Ordinances of the City of North Royalton, Part Fourteen Building and Housing Code, Chapter 1481 Storm Water Management, Section 1481.08 Maintenance of Systems, Paragraph (g) in order to encourage the maintenance and upkeep of Storm Water Facilities within the city.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 23-51

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE ACCEPTING FINAL PLAT APPROVAL AND THE DEDICATION OF THE
EXTENSION OF ANGELINA DRIVE WITHIN HUNTINGTON PARK PHASE IV SUBDIVISION,
AND DECLARING AN EMERGENCY

WHEREAS: There has been submitted to Council a plat signed by all necessary parties thereon, dedicating to the municipality an extension of Angelina Drive, consisting of 7 single family residential lots located on PPN(s): 488-12-036 and 488-12-037 in Residential (R1-A) District zoning and that said plat shall be recorded in the Cuyahoga County Records; and

WHEREAS: The City Engineer has reported to Council that the required improvements are in place, the title insurance and the street right-of-way have been received, and the terms or conditions have been met, the North Royalton Planning Commission has recommended approval and Council desires to approve said plat and accept such dedication.

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

Section 1. The dedication plat for an extension of Angelina Drive, consisting of 7 single family residential lots located on PPN(s): 488-12-036 and 488-12-037 in Residential (R1-A) District zoning as approved by the City Engineer, be and the same is hereby accepted, approved and ordered to be recorded in the office of the Recorder of Cuyahoga County, Ohio.

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 Council desires to accept the dedication for an extension of Angelina Drive, consisting of 7 single family residential lots located on PPN(s): 488-12-036 and 488-12-037 in Residential (R1-A) District zoning in view of the fact that they conform to all provision of the municipal ordinances pertaining to the dedication of streets.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Larry Antoskiewicz

Planning Commission

11545 Royalton Road, North Royalton, OH 44133

Phone: 440-457-5652

Email: irussell@northroyalton.org

TO: Dana Schroeder, Director of Legislative Services

FROM: Ian Russell, Secretary Planning Commission

DATE: April 6, 2023

RE: Recommendation to Council – Huntington Park Phase IV Subdivision

On April 5, 2023 the Planning Commission made a motion and a second to approve the Final Plat for the Huntington Park Phase IV Subdivision and the dedication of the extension of Angelina Drive. The Planning Commission voted to refer the matter to Council for consideration. The subdivision is an extension of Angelina Drive consisting of 7 single family residential lots located on PPN(s): 488-12-036 and 488-12-037 in Residential (R1-A) District zoning.

Roll call: Yeas: Three - Paul Marnecheck, Mayor Antoskiewicz, Marie DeCapite. Nays: None. Motion carried (3-0). Abstained: Eugene Baxendale. Not present for vote: John Ranucci.

I am forwarding this to you for Council action.

Ian Russell

cc: File



City of North Royalton

Mayor Larry Antoskiewicz

Planning Commission

David Smerek, Building Commissioner

Ian Russell
PC Secretary

PUBLIC HEARING LEGAL NOTICE

Pursuant to North Royalton Codified Ordinance 1220.06, notice is given that the Planning Commission of the City of North Royalton, Ohio, will hold a meeting on **April 5, 2023** at 7:00 p.m. local time in the Council Chambers at City Hall, 14600 State Road, upon the following subject:

As required by North Royalton Codified Ordinance Sections 1220.06(e) and 1244.07, Jeff Rucinski is seeking final plat approval for the Huntington Park Phase 4 Subdivision and the dedication of the roadway extension for Angelina Drive. The subdivision is to consist of 7 single-family residential lots located on PPN(s) 488-12-036 and 488-12-037 in Residential (R1-A) District Zoning.

Plans, specifications, and other documentation are on file at the Building Division, City of North Royalton Service Center, 11545 Royalton Road, and on the City's website for review by interested parties.

You can view the meeting live by entering the following link on your phone or computer or you may attend the meeting in person at North Royalton City Hall.

Link: www.northroyalton.org/PlanningCommission

If you would like to be heard on the subject of this application but are not able to attend the meeting in person, please fill out and submit the Public Comment Form with any documents or photographs and return it to the Building Department no later than April 4th at 12:00 p.m. local time. The form is available on the Planning Commission page of the city website which can be found at the above link. PLEASE NOTE: THE PUBLIC COMMENT FORM MUST BE NOTARIZED IN ORDER TO BE READ INTO THE RECORD.

PLANNING COMMISSION
NORTH ROYALTON, OHIO

Ian Russell
Planning Commission Secretary
11545 Royalton Road
North Royalton, Ohio 44133



City of North Royalton

Mayor Larry Antoskiewicz

Community Development, Building Division
David Smerek, Building Commissioner

11545 Royalton Road, North Royalton, OH 44133

Phone: 440-582-3000



CITY OF NORTH ROYALTON PLANNING COMMISSION APPLICATION

1. This request is made for the following property:

Angelina Drive, North Royalton, Ohio 44133

Address

88-12-033 (Block I) & 488-12-035 (Block H)

Permanent Parcel Number

Name of Occupant, Business or Tenant (if applicable)

R1-A

Zoning District and Ward

2. Property Owner of Parcel:

Jeff Rucinski

Name

8322 Windsor Way

Address

Broadview Heights, Ohio 44147

City, State and Postal Code

JMR Land Development, LLC

Name of Business (if applicable)

216-272-5385

Phone

toptierhockey@gmail.com

Email (electronic mail)

3. This request is being made by the following responsible party (Owner / Authorized Representative):

Jeff Rucinski

Name

8322 Windsor Way

Address

Broadview Heights, Ohio 44147

City, State and Postal Code

JMR Land Development, LLC

Name of Business (if applicable)

216-272-5385

Phone

toptierhockey@gmail.com

Email (electronic mail)

For Office Use Only

02/08/2023
Date Application Submitted

04/05/2023
Meeting Date Assigned

PC23-11
Identification Number assigned

\$70.00
Application Fee

Check # 2886
Payment Information (date, check number, cash, etc.)

I.E.
Received By

Other Application Fee Information

CITY OF NORTH ROYALTON PLANNING COMMISSION APPLICATION

4. Narrative statement describing the project and its features:

To fully develop the remaining vacant land at Huntington Park Subdivision - Phase 4

extension. Consisting of seven (7) additional sublots to be included in the existing

Huntington Park Homeowners Association.

5. Applicant's Plan Request: (please mark appropriate box)

Commercial / Industrial / Residential:

- ☐ Preliminary Site Plan Approval
- ☐ Final Site Plan Approval

Subdivision:

- ☐ Sketch Plan Approval
- ☐ Preliminary Site Plan Approval
- ☐ Final Site / Preliminary Plat Approval
- ☒ Final Plat / Dedication Approval

The Planning Commission or its agent(s) is hereby authorized to enter upon the property for which his approval is sought, without further notification, to inspect said property. Any such inspection shall be conducted between the hours of 9 a.m. and 5 p.m. on any day of the week, including weekends.

I further understand that any misrepresentation of data or facts or violations of the Ordinances of the City of North Royalton are cause for refusal, suspension or revocation of this license if issued.



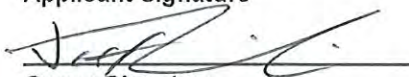
Applicant Signature

Jeff Bucinski - President

Printed Name and Title

Date

2-8-23



Owner Signature

Jeff Bucinski - President

Printed Name and Title

Date

2-8-23



□ Parcel



THIS MAP IS NOT TO BE USED FOR NAVIGATION

— Cuyahoga County —
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP

Huntington Park Phase 4

Creating Sublot Nos. 45-51 and Dedication a Portion of Angelina Drive

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, also known as being part of original Royalton Township Lot. No. 19 and further known as being a replat of Blocks "H" and "I" as shown on Huntington Park Subdivision, recorded in A.F.N. 200712210967 of the Cuyahoga County Recorder's Records.



LOCATION MAP

LATITUDE: 41°19'41.8" N LONGITUDE: 81°42'52.9" W
Not To Scale

AREA TABLE		
Sublots (7)	12.2644	acres
Right of Way	0.4788	acres
Total	12.7432	acres

LEGEND		
DESCRIPTION	FOUND	SET
MAG NAIL	○ M.N.F.	⊗ M
MONUMENT BOX	Ⓜ	Ⓜ
IRON PIN	○ I.P.F.	●
IRON PIPE	⊙ P.F.	●
LIMITED ACCESS R/W	--- Ex LA --- Ex LA ---	
CENTERLINE	---	
PROPERTY LINE	---	
RIGHT-OF-WAY LINE	--- Ex R/W ---	
EASEMENT LINE	-----	
ORIGINAL PROP. LINE	
ORIGINAL LOT LINE	

NOTES:

REFERENCE WORKS:

Plat and Deed Documents as referenced by the Survey

"Lot Split and Consolidation Plat for North Royalton Local Board of Education and Zillich Interiors, Inc." by Terrence E. Worsch, P.S. 8138, recorded in A.F.N. 200708171117 of the Cuyahoga County Recorder's Records.

"Lot Split and Consolidation Plat for Zillich Interiors, Inc." by Terrence E. Worsch, P.S. 8138, recorded in A.F.N. 200904010483 of the Cuyahoga County Recorder's Records.

"Lot Split/Consolidation & Easement Vacation Plat" by Stan Loch, P.S. 8249, recorded in A.F.N. 201910180517 of the Cuyahoga County Recorder's Records.

"Lot Split Survey for Zillich Interiors, Inc." by Stan Loch, P.S. 8249, recorded in A.F.N. 202003030421 of the Cuyahoga County Recorder's Records.

"Lot Split and Consolidation", by Guy P. Haney, P.S. 7631, recorded in A.F.N. 202205200490 of the Cuyahoga County Recorder's Records.

BASIS OF BEARINGS:

Centerline bearing of Angelina Drive was calculated to be North 00°02'51" East between monuments found, based upon Ohio State Plane Coordinate System, North Zone, NAD 1983, Ground.

5/8" Iron pins to be set by me at all Sublot and Block corners. 3/4" Iron pins to be set in all centerline monument boxes

All 5/8" x 30" iron pins set are affixed with a plastic cap bearing the inscription "DRG ENG 7631-8557"

GENERAL UTILITY EASEMENTS:

We, the owners of the within platted land, do hereby grant unto The Illuminating Company, AT&T - Ohio, Wide Open West, Time Warner a.k.a. Spectrum a.k.a. Charter Communications, and The Columbia Gas Company, their successors and assigns, (hereinafter referred to as grantees) a permanent right-of-way and easement twelve (12) feet in width under, over and through all sublots and all lands shown hereon and parallel with and contiguous to all street lines to construct, place, operate, maintain repair, reconstruct and relocate such underground electric, gas and communications cables, ducts, conduits, pipes, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as are deemed necessary or convenient by the grantees for distributing and transmitting electricity, gas, and communication signals, for public and private use at such locations as the grantees may determine, upon within and across said easement premises. Said easement rights shall include the right, without liability therefore, to remove any and all facilities not contemplated in the rights conveyed to grantees by this easement grant within said easement premises including, but not limited to irrigation systems electronic animal fencing, trees and landscaping including lawns, flowers or shrubbery and landscape lighting within and without said easement premises which may interfere with the installation, maintenance, repair or operation of said electric and communications facilities, the right to install, repair, operation of said electric and communications facilities, the right to install, repair, augment, and maintain service cables outside the above described easement premises, and with the right of access and egress to and from any of the within described premises for exercising any of the purposes of the right-of-way and easement grant. All sublots and all lands shall by restricted to underground utility service.

Grantor:	Grantees:
Jeff Rucinski	The Illuminating Company Wide Open West
By: _____	By: _____ By: _____
	AT&T - Ohio The Columbia Gas Company
By: _____	By: _____
	Time Warner a.k.a. Spectrum a.k.a. Charter Communications
By: _____	

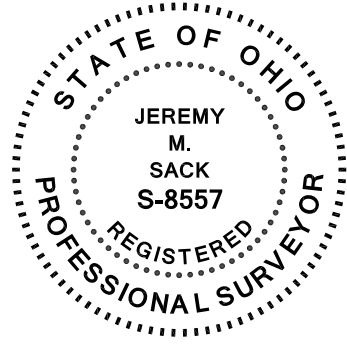
DRAINAGE & BASIN EASEMENTS:

The owners of the within platted land, does hereby grant unto the City of North Royalton drainage and basin easements, as shown on the plat, to construct, place, operate, maintain, repair, reconstruct, and relocate such drainage & basin easements. Said easement rights shall include the right without liability therefore, to remove trees and landscaping, including lawns, within and without said premises which may interfere with the installation, maintenance, repair or operation of said drainage and basin, with the right of access, ingress and egress to and from any of the within described premises for exercising any of the purposes of this right of way.

SURVEYOR CERTIFICATION:

This Plat was prepared from a field survey, analysis of recorded plats, recorded deeds, and survey records, as applicable. Distances are given in feet and decimal parts thereof. All dimensional and geodetic details are correct and the survey balances and closes to the best of my knowledge. All monuments shown hereon exist or shall be set by me as shown.

Jeremy M. Sack P.S. No. S-8557 Date



ACCEPTANCE & DEDICATION:

Know all men by these presents that Jeff Rucinski, owner of the lands embraced within this subdivision hereby acknowledge this plat and subdivision to be my/their free act and deed and hereby dedicate to the public use forever the streets shown shaded and grant easements as shown hatched. I certify that there are no delinquent taxes or assessments against the lands embraced within this subdivision,

Owner/Agent Date Title

State of _____

Before me a notary public in and for said county and state, personally appeared the above named Owner/Agent who acknowledged the making of the foregoing instrument and the signing of this plat to be their own free act and deed. In testimony whereof I have hereunto set my hand and official seal at _____, Ohio this _____ day of _____, 2019.

Notary public

My commission expires

APPROVALS:

This Plat, the granting of easements for public facilities and appurtenances, and the dedication for public purposes the streets hereon, has been approved by the Council of the City of North Royalton, Ohio on this

_____ day of _____, 20____ by Ordinance No. _____,

Clerk of Council (Print) (Sign)

Approved by the Planning Commission of the City of North Royalton, Ohio on this _____ day of _____,

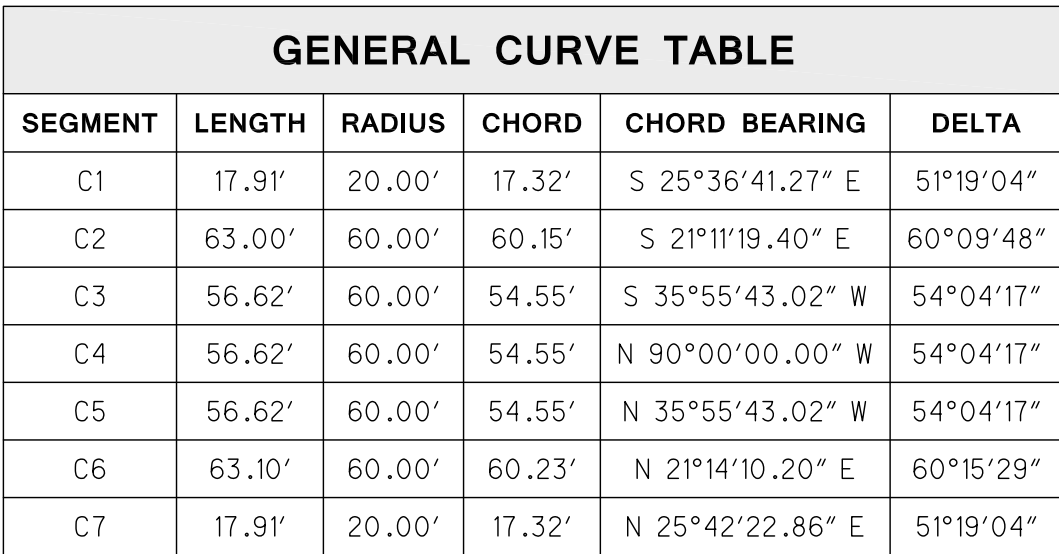
20____.

Secretary of Planning Commission (Print) (Sign)

Approved by the Engineer of the City of North Royalton, Ohio on this _____ day of _____, 20____.

City Engineer

Front: 50'
Side: 10'
Rear: 50'



ORDINANCE NO. 23-52

INTRODUCED BY: Mayor Antoskiewicz, Webber, Krejci, Dietrich

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT BY AND BETWEEN THE CITY OF NORTH ROYALTON AND COGECO US (OH), LLC DBA BREEZELINE, TO ALLOW COGECO US (OH), LLC DBA BREEZELINE TO USE A PORTION OF PPN 482-34-015, AND DECLARING AN EMERGENCY

WHEREAS: Ordinance 03-52 authorized the Mayor to enter into a Lease Agreement by and between the City of North Royalton and WideOpenWest Ohio, LLC which lease terminates on June 6, 2023; and

WHEREAS: Ordinance 14-143 amended Ordinance 03-52 with respect to Item 3, Base Rent in order to provide for free internet service at 8 city locations; and

WHEREAS: Additionally, Ordinance 23-19 amended Ordinance 03-52 granting 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 Cogeco US (OH), LLC dba Breezeline; and

WHEREAS: The City of North Royalton is the owner of certain real property under PPN 482-34-015 on which property is situated the Police Department building and jail and a cell tower; and

WHEREAS: Cogeco US (OH), LLC dba Breezeline desires to continue to use a portion of said property and utilize its improvements and equipment necessary for its cable operations; and

WHEREAS: The Council of the City of North Royalton desires to enter into a Lease Agreement with Breezeline for said property; and

WHEREAS: It is therefore necessary to authorize the Mayor to enter into a Lease Agreement by and between the City of North Royalton and Cogeco US (OH), LLC dba Breezeline beginning June 7, 2023 for a term of 10 years.

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

Section 1. The Council of the City of North Royalton hereby authorizes the Mayor to enter into a Lease Agreement by and between the City of North Royalton and Cogeco US (OH), LLC dba Breezeline, 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 this Council deems it immediately necessary to enter into a Lease Agreement with the Cogeco US (OH), LLC dba Breezeline which will provide prompt benefits to the City.

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:

LAND LEASE AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 2023, 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 Cogeco US (OH), LLC d/b/a Breezeline, a Delaware limited liability company ("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 _____, 2023 ("Commencement Date"). The term of this Lease shall be for ten (10) years from the Commencement Date.

3. Rent and Services.

a. Base Rent. Lessee shall pay to Lessor rent for the entire initial term of this Lease in the amount of Fifty Thousand Dollars (\$50,000), which shall be paid in monthly installments over the term of the Lease. 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 Business Services High Speed Internet Service with 300/40 Mbps internet speed (the "Service") to the following ten (10) City owned facilities in the City of North Royalton:

- 1. North Royalton Fire Department Station 2 10100 York Rd.
2. City of North Royalton 14600 State Rd.
3. North Royalton Fire Department 7000 Royalton Rd.
4. North Royalton Service Center 11545 Royalton Rd.
5. North Royalton Office on Aging 13220 Ridge Rd.
6. Wastewater Facility 11675 Royalton Rd.
7. Wastewater Facility C 11675 Royalton Rd., Ste. 3
8. Wastewater Facility B 11355 W. Sprague Rd.
9. Parks & Rec. Ball Fields 14631 York Rd.
10. North Royalton Police Department 14000 Bennett Rd.

In the event Lessee changes its commercially offered internet services and speeds, Lessee shall provide the internet service and speeds that most closely correspond to the Service described in this Section 3. If Lessee no longer offers the Service described in this Section 3, the parties agree to negotiate alternative services or a reasonable value for rent.

b. Additional Services. The following additional provisions will apply with respect to the Service:

- i. Lessee will provide one (1) standard coaxial cable drop and one (1) Business Services cable modem to each of the facilities listed above for the purpose of delivering the Service.
ii. Lessee will provide the City of North Royalton the Service at each location

identified above.

- iii. Lessee will provide up to 60 email addresses for the above stated facilities. The email addresses will utilize the "<name>@breezeline.com" format.
iv. Breezeline Internet is provided for the sole purpose of accessing to the World Wide Web and email. Web hosting is not provided.
v. Breezeline agrees to respond to all RF outages on the Breezeline side of the Internet delivery system within 4 hours of notification.
vi. The City of North Royalton is responsible for all internal Ethernet wiring and LAN equipment after the Ethernet output of the Breezeline cable modem.
vii. 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.
viii. Breezeline will provide a single static IP address per cable modem; the City is responsible for providing NAT (network address translation) equipment at each of the facilities.
ix. Breezeline utilizes preventative system maintenance windows during which data services may be interrupted.

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. Lessor shall be under no obligation provide any plowing services. 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, 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 and Lessee shall cooperate and 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, and specifically approved by Lessor. 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. The building structure shall remain on the property at the end of the lease, at Lessor's sole discretion.

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. Lessee shall hold Lessor 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 Lessee 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 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. Subletting and Assignment. Lessee may assign this Lease without consent to an entity that controls, is controlled by, or is under common control with Lessee, 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.

15. 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.

16. 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.

17. 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
14600 State Road
North Royalton, Ohio 44133

If to Lessee: Cogeco US (OH), LLC d/b/a/ Breezeline
3 Batterymarch Park, Suite 200
Quincy, Massachusetts 02169

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Environmental Provisions. 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.

Ord. [_____]
Land Lease Agreement

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:
Name: Larry Antoskiewicz
Title: Mayor

Witness

Witness

LESSEE:

COGECO US (OH), LLC d/b/a/ Breezeline

By:
Name:
Title:

Witness

Witness