

# JULY 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	4 INDEPENDENCE DAY	5 STORM WATER, STREETS AND UTILITIES 6PM COUNCIL 7PM	6 PLANNING COMMISSION CAUCUS 6:45PM MEETING 7PM	7	8
9	10 CIVIL SERVICE 4PM	11	12 PLANNING COMMISSION CAUCUS 6:45PM MEETING 7PM	13	14	15
16	17	18 B&BC, FINANCE AND SAFETY, <b>AND</b> <b>SPECIAL R&amp;O</b> 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	31					

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

# AUGUST 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7	8 <i>Records Commission Mtg. 9:30 a.m.</i>	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

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

**NORTH ROYALTON CITY COUNCIL  
A G E N D A  
JULY 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: July 5, 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 Vos
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

**THIRD READING CONSIDERATION**

- 1. **23-75 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 14 BUILDING AND HOUSING CODE, TITLE SIX MISCELLANEOUS BUILDING REGULATIONS, CHAPTER 1477 REGULATIONS FOR THE USE AND INSTALLATION OF SOLAR ENERGY SYSTEMS, SECTION 1477.04 STANDARDS, AND DECLARING AN EMERGENCY. First reading June 20, 2023. Building and Building Codes Committee removed from committee June 20, 2023. Second reading July 5, 2023.**

**FIRST READING CONSIDERATION**

- \* 1. **23-78 - A RESOLUTION COMMENDING OWEN PATRICK ANDERSON ON THE ATTAINMENT OF THE RANK OF EAGLE SCOUT.**
- \* 2. **23-79 - A RESOLUTION COMMENDING CHARLES PAFFORD ON THE ATTAINMENT OF THE RANK OF EAGLE SCOUT.**

- \* 3.     **23-80** - AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO CERTIFY TO THE AUDITOR OF CUYAHOGA COUNTY THE UNPAID COST OF CUTTING OF WEEDS, GRASS AND WOODY VEGETATION FOR LEVY AND COLLECTION, AND DECLARING AN EMERGENCY.
- 4.     **23-81** - A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF MICHAEL HUMENIK, JR. AS A FIREFIGHTER/PARAMEDIC IN THE CITY OF NORTH ROYALTON FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.
- 5.     **23-82** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 22-181 AS AMENDED BY ORDINANCES 23-04, 23-12, 23-23, 23-36, 23-47 AND 23-63 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
- 6.     **23-83** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AWARD AGREEMENT WITH FEMA, ADMINISTERED BY OHIO EMERGENCY MANAGEMENT AGENCY FOR THE SOIL STABILIZATION PROJECT EAST OF THE INTERSECTION OF ROYALTON ROAD AND NORTH AKINS ROAD; PHASE 1- SURVEY AND DESIGN, AND DECLARING AN EMERGENCY.
- 7.     **23-84** - AN ORDINANCE ACCEPTING THE BID OF OHIO PAVING AND CONSTRUCTION CO. FOR THE MEMORIAL PARK ALL PURPOSE TRAIL PROJECT FOR AN AMOUNT NOT TO EXCEED \$237,091.45 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
- 8.     **23-85** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT BY AND BETWEEN THE CITY OF NORTH ROYALTON AND THE BOARD OF EDUCATION OF THE NORTH ROYALTON CITY SCHOOL DISTRICT FOR THE RENOVATION AND CONSTRUCTION OF A NEW SENIOR CENTER AT 13220 RIDGE ROAD (ROYALVIEW ELEMENTARY), NORTH ROYALTON OHIO, AND DECLARING AN EMERGENCY.
- 9.     **23-86** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MAKOVICH & PUSTI ARCHITECTS, INC, TO PROVIDE PERSONAL AND PROFESSIONAL SERVICES AS ARCHITECT OF RECORD FOR THE DEVELOPMENT OF PLANS AND COST ESTIMATES FOR THE SENIOR CENTER PROJECT FOR A COST NOT TO EXCEED \$49,000, AND DECLARING AN EMERGENCY.
- 13.    Miscellaneous.
- 14.    Adjournment.

RESOLUTION NO. 23-78

INTRODUCED BY: Marnecheck, Nickell, Barath, Krejci, Dietrich,  
Webber, Wos, Mayor Antoskiewicz

A RESOLUTION COMMENDING OWEN PATRICK ANDERSON ON THE  
ATTAINMENT OF THE RANK OF EAGLE SCOUT

- WHEREAS: The purpose of the Boy Scouts of America is to provide an educational program for boys and young adults to build character, to train in the responsibilities of participating in citizenship and to develop leadership skills; and
- WHEREAS: By earning his Eagle Scout Badge, Owen Patrick Anderson of Troop 526 joins the small percentage of young men who achieve this designation, illustrating that it takes a uniquely motivated individual to strive to embody the principles of the Scout Oath and Law in daily life; and
- WHEREAS: Owen has exhibited a commitment to the scouting principles of honesty, fairness and service to the community and has conducted himself in a manner becoming an Eagle Scout; and
- WHEREAS: The Council and the Mayor of the City of North Royalton wish to honor Owen on this prestigious occasion.

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

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

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

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

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

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

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

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

YEAS:

NAYS:

RESOLUTION NO. 23-79

INTRODUCED BY: Marnecheck, Nickell, Barath, Krejci, Dietrich,  
Webber, Wos, Mayor Antoskiewicz

A RESOLUTION COMMENDING CHARLES PAFFORD ON THE  
ATTAINMENT OF THE RANK OF EAGLE SCOUT

- WHEREAS: The purpose of the Boy Scouts of America is to provide an educational program for boys and young adults to build character, to train in the responsibilities of participating in citizenship and to develop leadership skills; and
- WHEREAS: By earning his Eagle Scout Badge, Charles Pafford of Troop 526 joins the small percentage of young men who achieve this designation, illustrating that it takes a uniquely motivated individual to strive to embody the principles of the Scout Oath and Law in daily life; and
- WHEREAS: Charles has exhibited a commitment to the scouting principles of honesty, fairness and service to the community and has conducted himself in a manner becoming an Eagle Scout; and
- WHEREAS: The Council and the Mayor of the City of North Royalton wish to honor Charles on this prestigious occasion.

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

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

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

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

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

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

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

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

YEAS:

NAYS:

AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO CERTIFY TO THE AUDITOR OF CUYAHOGA COUNTY THE UNPAID COST OF CUTTING OF WEEDS, GRASS AND WOODY VEGETATION FOR LEVY AND COLLECTION, AND DECLARING AN EMERGENCY

- WHEREAS: Section 660.14 of the Codified Ordinances of the City of North Royalton requires all property owners to maintain their lots and keep them free of any and all noxious weeds, grass and woody vegetation; and
- WHEREAS: Section 660.14 outlines the procedures that the city must follow in the event that any property is not properly maintained; and
- WHEREAS: The city has properly followed all procedures in Section 660.14 and has determined that certain property owners have failed to comply with Section 660.14; and
- WHEREAS: The city has expended manpower and resources to bring certain properties into compliance and has followed all procedures to issue invoices to the various property owners for payment of the cost of such maintenance performed by the city, which invoices have remained unpaid; and
- WHEREAS: In order for the city to collect these delinquent charges, it is necessary to assess these amounts and to certify these delinquent charges to the Auditor of Cuyahoga County for placement on the tax duplicate.

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 statements contained in the preamble listed above are hereby incorporated herein fully by reference. Council hereby authorizes the certification of the attached assessments by permanent parcel number, which charges include the cost of grass cutting plus an additional collection cost of \$70.00 in accordance with Section 660.14. A copy of these assessments is attached hereto as Exhibit A and incorporated as of fully rewritten.
- Section 2. The Director of Finance is hereby authorized and directed to provide for said assessment with the Auditor of Cuyahoga County.
- Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the certification to preserve public funds.

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:

**Special Assessment Certification - Weeds and Grass****Section 660.14 of the Codified Ordinances of the City of North Royalton**

The Following List of Special Assessment Charges Hereby certified in one (1) installment to be collected for the tax year 2023:

	<b>Parcel Number</b>	<b>Name</b>	<b>Address</b>	<b>Amount Certified</b>
1	481-03-051	Athenian Assisted Living Inc.	12799 Doula Lane	\$ 1,520.00
2	488-02-052	Duane J Kuehn	6112 Padua North Drive	\$ 288.00
				<hr/>
				<b>Grand Total \$ 1,808.00</b>



RESOLUTION NO. 23-81

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF  
MICHAEL HUMENIK, JR. AS A FIREFIGHTER/PARAMEDIC IN THE CITY OF NORTH  
ROYALTON FIRE DEPARTMENT, AND DECLARING AN EMERGENCY

**WHEREAS:** The Mayor has appointed Michael J. Humenik, Jr. as a Firefighter/Paramedic in the City of North Royalton Fire Department; and

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

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

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

**Section 1.** Council hereby confirms the appointment of Michael J. Humenik, Jr. as a Firefighter/Paramedic in the City of North Royalton Fire Department, effective July 10, 2023.

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

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

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

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

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

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

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

YEAS:

NAYS:

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 22-181 AS AMENDED BY ORDINANCES 23-04, 23-12, 23-23, 23-36, 23-47 AND 23-63 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, 23-36, 23-47 and 23-63 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
Wastewater Treatment Fund	Issue 1 – Sprague Road Fund		3,137.00	Operating
Improvement Holding Fund	Building Construction Bond Fund		3,000.00	Operating
Building Construction Bond Fund	General Fund		905.00	Operating

Section 3. A copy of this Ordinance shall be submitted by the Director of Finance to the Auditor of Cuyahoga County, Ohio and upon certification by said Auditor as required by law, the Director of Finance of this City is hereby authorized to draw 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.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

YEAS:

NAYS:

**City of North Royalton**  
**2023 Budget Amendment Detail - Proposed Budget Amendment 07/18/2023 - Council Meeting**

1014110-41113	General Fund #101	Police	Personal Service	\$	(25,000)	A	\$	5,043,089	Offset - Contractual Services (Remove Fiber Cables)
1014110-42217	General Fund #101	Police	Contractual Service	\$	25,000	A	\$	402,488	Monies needed to remove Fiber Cables on Route 82 (Cables Installed Improperly)
1014110-41114	General Fund #101	Police	Personal Service	\$	3,626	B	\$	5,043,089	Per Ord #23-77, the Police Department was awarded The Community Engagement Recruitment/Hiring Initiative from the Ohio Office of Criminal Justice. The \$8,334.82 is to be used for Overtime (\$3,626) and Promotional Items (\$4,709) per the grant agreement. The offset is from the grant monies to be received (to be deposited into Acct #1013-38360), which will have a zero effect on the 2023 Budget.
1014110-43364	General Fund #101	Police	Supply & Materials	\$	4,709	B	\$	240,429	Per Ord #23-77, the Police Department was awarded The Community Engagement Recruitment/Hiring Initiative from the Ohio Office of Criminal Justice. The \$8,334.82 is to be used for Overtime (\$3,626) and Promotional Items (\$4,709) per the grant agreement. The offset is from the grant monies to be received (to be deposited into Acct #1013-38360), which will have a zero effect on the 2023 Budget.
1014740-43301	General Fund #101	Engineering	Supply & Materials	\$	1,000	C	\$	5,250	Monies Requested for Toner Purchase for New Engineering Plotter/Printer
1014740-44382	General Fund #101	Engineering	Capital Outlay	\$	6,500	C	\$	14,500	The 2023 Budget had estimated the cost of a plotter/printer to be \$8,000. After further investigation by the Engineering Department, the cost will be \$14,485 (which includes a 2 Year Warranty). The \$6,485 is the difference between the estimated and actual costs.
1014790-41101	General Fund #101	City Hall Building	Personal Service	\$	(7,500)	C	\$	278,460	Offset - Supply & Materials and Capital - Engineering (Plotter/Printer)
2114610-44431	SCMR Fund #211	Street Reconstruction	Capital Outlay	\$	50,000	D	\$	975,000	Monies requested for additional services for Asphalt (Ord #23-31) and Cement (Ord #23-32) relating to 2023 Road Maintenance Program
2114620-43245	SCMR Fund #211	SCMR	Supply & Materials	\$	(50,000)	D	\$	639,500	Offset - Capital Outlay (2023 Road Maintenance Program)
2374110-41105	Community Diversion Program Fund #237	Police	Personal Services	\$	5,000	E	\$	10,500	This increase is based on January to June 2023 Expenditures of payroll costs related to Juvenile Diversion. The City can offset \$200 per case per month, and from January to June 2023 the payroll costs allocated were \$4,400. The additional \$5,000 is being requested to accommodate estimated costs from July to December 2023.

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	Amend #5 Ord #23-47 April 18, 2023	Amend #6 Ord #23-63 June 6, 2023	Proposed Amendment July 18, 2023	Total 2023 Appropriations	
5,089,463.00						(25,000.00)	(21,374.00)	A,B	5,043,089.00
358,038.00		12,000.00			2,200.00	5,250.00	25,000.00	A	402,488.00
249,720.00		(12,000.00)				(2,000.00)	4,709.00	B	240,429.00
30,000.00					(2,200.00)				27,800.00
147,000.00									147,000.00
5,874,221.00	-	-	-	-	-	(21,750.00)	8,335.00		5,860,806.00
180,620.00									180,620.00
5,215.00					400.00				5,615.00
6,763.00					(400.00)				6,363.00
2,200.00									2,200.00
194,798.00	-	-	-	-	-	-	-		194,798.00
521,655.00									521,655.00
420,200.00						(2,500.00)			417,700.00
152,700.00									152,700.00
8,000.00						2,500.00			10,500.00
1,102,555.00	-	-	-	-	-	-	-		1,102,555.00
489,980.00						14,000.00			503,980.00
813,000.00									813,000.00
4,933.00									4,933.00
9,500.00									9,500.00
1,317,413.00	-	-	-	-	-	14,000.00	-		1,331,413.00
115,500.00					-	-	-		115,500.00
115,500.00	-	-	-	-	-	-	-		115,500.00
-									
32,300.00			2,640.00						34,940.00
228,600.00									228,600.00
2,000.00									2,000.00
262,900.00	-	-	2,640.00	-	-	-	-		265,540.00
686,365.00									686,365.00
153,600.00									153,600.00
147,700.00					2,500.00				150,200.00
43,375.00		5,355.00		-	34,000.00	8,500.00			91,230.00
1,031,040.00	-	5,355.00	-	-	36,500.00	8,500.00	-		1,081,395.00
93,575.00									93,575.00
14,600.00									14,600.00
1,000.00									1,000.00
109,175.00	-	-	-	-	-	-	-		109,175.00
2,935.00									2,935.00
3,500.00									3,500.00
1,200.00									1,200.00
7,635.00	-	-	-	-	-	-	-		7,635.00
855,520.00						11,000.00			866,520.00
90,100.00									90,100.00
17,500.00									17,500.00
18,500.00									18,500.00
981,620.00	-	-	-	-	-	11,000.00	-		992,620.00
176,299.00									176,299.00
100,900.00									100,900.00
3,750.00									3,750.00
-									-
280,949.00	-	-	-	-	-	-	-		280,949.00
1,850,000.00					-	-	-		1,850,000.00
1,850,000.00	-	-	-	-	-	-	-		1,850,000.00
88,100.00									88,100.00
33,000.00									33,000.00
35,000.00									35,000.00
156,100.00	-	-	-	-	-	-	-		156,100.00
284,230.00									284,230.00
35,000.00									35,000.00
2,600.00									2,600.00
3,500.00									3,500.00
325,330.00	-	-	-	-	-	-	-		325,330.00
494,915.00						(14,500.00)			480,415.00
134,120.00						14,500.00			148,620.00
2,150.00									2,150.00
10,500.00									10,500.00
641,685.00	-	-	-	-	-	-	-		641,685.00
455,110.00									455,110.00
143,300.00									143,300.00
10,000.00									10,000.00
6,500.00									6,500.00
614,910.00	-	-	-	-	-	-	-		614,910.00
102,890.00									102,890.00
133,600.00				50,000.00					183,600.00
4,250.00							1,000.00	C	5,250.00
8,000.00							6,500.00	C	14,500.00
248,740.00	-	-	-	50,000.00	-	-	7,500.00		306,240.00

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	Amend #5 Ord #23-47 April 18, 2023	Amend #6 Ord #23-63 June 6, 2023	Proposed Amendment July 18, 2023	Total 2023 Appropriations
<b>LEGISLATIVE</b>									
Personal Service	352,855.00								352,855.00
Contractual Services	89,430.00								89,430.00
Supply & Materials	13,500.00								13,500.00
Capital Outlay	2,500.00								2,500.00
Total Legislative Activity	458,285.00	-	-	-	-	-	-	-	458,285.00
<b>MAYOR'S COURT</b>									
Personal Service	218,965.00								218,965.00
Contractual Services	57,440.00								57,440.00
Supply & Materials	1,100.00								1,100.00
Total Mayor's Court	277,505.00	-	-	-	-	-	-	-	277,505.00
<b>CIVIL SERVICE</b>									
Personal Service	5,140.00								5,140.00
Contractual Services	22,300.00								22,300.00
Supply & Materials	100.00								100.00
Total Civil Service	27,540.00	-	-	-	-	-	-	-	27,540.00
<b>CITY HALL BUILDING</b>									
Personal Service	299,815.00		(5,355.00)				(8,500.00)	(7,500.00)	278,460.00
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)	-	-	-	(8,500.00)	(7,500.00)	527,360.00
<b>OTHER GENERAL GOVERNMENT</b>									
Personal Services	7,500.00								7,500.00
Contractual Services	120,000.00								120,000.00
Supply & Materials	257,250.00	30,000.00							287,250.00
Transfers-Out	4,627,050.00		65,000.00						4,692,050.00
Advances-Out				223,000.00					223,000.00
Total - Other General Government	5,011,800.00	30,000.00	65,000.00	223,000.00	-	-	-	-	5,329,800.00
<b>TOTAL - GENERAL FUND</b>									
	21,438,416.00	30,000.00	65,000.00	225,640.00	50,000.00	36,500.00	3,250.00	8,335.00	21,857,141.00
<b>ENFORCEMENT AND EDUCATIONAL FUND #205</b>									
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
<b>DRUG LAW ENFORCEMENT FUND #206</b>									
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
<b>POLICE FACILITY OPERATING FUND #207</b>									
Personal Service	1,128,900.00								1,128,900.00
Contractual Services	23,800.00	5,000.00							28,800.00
Supply & Materials	80,050.00								80,050.00
Capital Outlay	7,000.00								7,000.00
Total Police Facility Operating Fund	1,239,750.00	5,000.00	-	-	-	-	-	-	1,244,750.00
<b>LAW ENFORCEMENT TRUST FUND #208</b>									
Personal Service	-		15,000.00						15,000.00
Contractual Service	1,500.00			15,000.00					16,500.00
Supply & Materials	6,050.00								6,050.00
Capital Outlay	37,500.00			(15,000.00)					22,500.00
Transfer Out	-		12,793.00						12,793.00
Total Law Enforcement Trust Fund	45,050.00	-	27,793.00	-	-	-	-	-	72,843.00
<b>EMERGENCY MEDICAL SERVICE LEVY FUND #209</b>									
Personal Service	4,031,000.00								4,031,000.00
Contractual Services	78,150.00								78,150.00
Supply & Materials	50,500.00								50,500.00
Total EMS Levy Fund	4,159,650.00	-	-	-	-	-	-	-	4,159,650.00
<b>MOTOR VEHICLE LICENSE FUND #210</b>									
Street Repair	225,000.00								225,000.00
Total Motor Vehicle License Fund	225,000.00	-	-	-	-	-	-	-	225,000.00
<b>STREET CONSTRUCTION, MAINTENANCE, &amp; REPAIR FUND #211</b>									
Signals & Signs									
Contractual Services	70,000.00								70,000.00
Supply & Materials	25,000.00								25,000.00
	95,000.00	-	-	-	-	-	-	-	95,000.00
Street Reconstruction									
Contractual Service	100,000.00								100,000.00
Capital Outlay	1,425,000.00				(500,000.00)			50,000.00	975,000.00
	1,525,000.00	-	-	-	(500,000.00)	-	-	50,000.00	1,075,000.00
Street Construction, Maintenance & Repair									
Personal Service	2,141,465.00								2,141,465.00
Contractual Services	138,550.00								138,550.00
Supply & Materials	689,500.00							(50,000.00)	639,500.00
Capital Outlay	10,000.00						7,100.00		17,100.00
Transfer Out	-								-
	2,979,515.00	-	-	-	-	-	7,100.00	(50,000.00)	2,936,615.00
Snow Removal									
Personal Service	80,000.00								80,000.00
Contractual Services	30,000.00								30,000.00
Supply & Materials	459,000.00								459,000.00
Capital Outlay	-								-
	569,000.00	-	-	-	-	-	-	-	569,000.00
Total SCMR Fund	5,168,515.00	-	-	-	(500,000.00)	-	7,100.00	-	4,675,615.00
<b>STATE HIGHWAY FUND #212</b>									
Traffic Signals & Marking									
Contractual Services	25,000.00	-	-	-	-	-	-	-	25,000.00
Street Maintenance & Repair									
Operating Supplies	30,000.00	-	-	-	-	-	-	-	30,000.00
Snow & Ice Removal									
Supply & Materials	70,000.00	-	-	-	-	-	-	-	70,000.00
Total State Highway Fund	125,000.00	-	-	-	-	-	-	-	125,000.00
<b>CITY INCOME TAX FUND #213</b>									
Contractual Services	725,000.00				-	-	-	-	725,000.00
Total City Income Tax Fund	725,000.00	-	-	-	-	-	-	-	725,000.00

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	Amend #5 Ord #23-47 April 18, 2023	Amend #6 Ord #23-63 June 6, 2023	Proposed Amendment July 18, 2023	Total 2023 Appropriations
<b>POLICE LEVY FUND #215</b>									
Personal Services	1,030,000.00								1,030,000.00
Contractual Services	4,000.00								4,000.00
Supply & Materials	2,500.00								2,500.00
Capital Outlay	362,325.00								362,325.00
<b>Total Police Levy Fund</b>	<b>1,398,825.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,398,825.00</b>
<b>FIRE LEVY FUND #216</b>									
Personal Service	980,000.00								980,000.00
<b>Total Fire Levy Fund</b>	<b>980,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>980,000.00</b>
<b>RECYCLING GRANT FUND #217</b>									
Contractual Services	6,000.00								6,000.00
<b>Total Recycling Grant Fund</b>	<b>6,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,000.00</b>
<b>OFFICE ON AGING FUND #219</b>									
Personal Services	85,720.00								85,720.00
Contractual Services	58,300.00								58,300.00
Supply & Materials	7,198.00								7,198.00
Capital Outlay	180,316.00								180,316.00
<b>Total Office on Aging Fund</b>	<b>331,534.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>331,534.00</b>
<b>NOPEC GRANT FUND #221</b>									
Contractual Services	-								-
Capital Outlay	60,000.00					5,523.00			65,523.00
<b>Total NOPEC Grant Fund</b>	<b>60,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,523.00</b>	<b>-</b>	<b>-</b>	<b>65,523.00</b>
<b>COURT COMPUTER FUND #236</b>									
Contractual Services	5,000.00								5,000.00
Operating Supplies	5,000.00		(5,000.00)						-
Capital Outlay	-	7,500.00	5,000.00						12,500.00
<b>Total Court Computer Fund</b>	<b>10,000.00</b>	<b>7,500.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>17,500.00</b>
<b>COMMUNITY DIVERSION PROGRAM FUND #237</b>									
Personal Services	5,500.00							5,000.00	10,500.00
Contractual Services	2,000.00								2,000.00
Operating Supplies	450.00								450.00
Capital Outlay	-								-
<b>Total Community Diversion Program Fund</b>	<b>7,950.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,000.00</b>	<b>12,950.00</b>
<b>ENTERPTISE ZONE FUND #239</b>									
Contractual Services	15,000.00								15,000.00
<b>Total Enterprise Zone Fund</b>	<b>15,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,000.00</b>
<b>YMCA SPECIAL REVENUE FUND #249</b>									
Transfers-Out	346,700.00								346,700.00
<b>Total YMCA Special Revenue Fund</b>	<b>346,700.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>346,700.00</b>
<b>LOCAL CORONAVIRUS RELIEF FUND #252</b>									
Personal Service	-								-
Operating Supplies	-	-							-
<b>Total Local Coronavirus Relief Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>ARPA FEDERAL FUND #254</b>									
Personal Service	-	-		-					-
Contractual Services	-		-						-
Capital Outlay	-	-	-	-					-
<b>Total Local Coronavirus Relief Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>ACCRUED BALANCES FUND #260</b>									
Personal Service	150,000.00				-				150,000.00
<b>Total Accrued Balances Fund</b>	<b>150,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>150,000.00</b>
<b>POLICE PENSION FUND #261</b>									
Personal Service	792,671.00					-	-	-	792,671.00
<b>Total Police Pension Fund</b>	<b>792,671.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>792,671.00</b>
<b>FIRE PENSION FUND #262</b>									
Personal Service	892,678.00					-	-	-	892,678.00
<b>Total Fire Pension Fund</b>	<b>892,678.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>892,678.00</b>
<b>GENERAL BOND RETIREMENT FUND #321</b>									
Contractual Services	-								-
Operating Supplies	-								-
Debt Service - Interest	479,166.00								479,166.00
Debt Service - Principal	1,382,528.00								1,382,528.00
<b>Total General Bond Retirement Fund</b>	<b>1,861,694.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,861,694.00</b>
<b>SPECIAL ASSESSMENT FUND #341</b>									
Contractual Service	2,000.00								2,000.00
Operating Supplies	-								-
Debt Service	140,163.00								140,163.00
<b>Total Special Assessment Fund</b>	<b>142,163.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>142,163.00</b>
<b>SERVICE CAPITAL FUND #430</b>									
Capital Outlay	-								-
Debt Service	-								-
<b>Total Service Capital Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>RECREATION CAPITAL IMPROVEMENT FUND #431</b>									
Contractual Services	-		40,000.00						40,000.00
Capital Outlay	300,000.00		25,000.00						325,000.00
<b>Total Rec Capital Improvement Fund</b>	<b>300,000.00</b>	<b>-</b>	<b>65,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>365,000.00</b>
<b>FUTURE CAPITAL IMPROVEMENT FUND #432</b>									
Professional Services	-								-
Capital Outlay	500,000.00								500,000.00
Transfers-Out	209,837.00								209,837.00
<b>Total Future Capital Improvement Fund</b>	<b>709,837.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>709,837.00</b>
<b>STORM AND SEWER DRAINAGE FUND #433</b>									
Contractual Services	68,000.00			173,000.00					241,000.00
Capital Outlay	208,000.00	117,150.00		50,000.00		11,004.00			386,154.00
Advance Out	-			223,000.00					223,000.00
<b>Total Storm &amp; Sewer Drainage Fund</b>	<b>276,000.00</b>	<b>117,150.00</b>	<b>-</b>	<b>446,000.00</b>	<b>-</b>	<b>11,004.00</b>	<b>-</b>	<b>-</b>	<b>850,154.00</b>
<b>FIRE CAPITAL IMPROVEMENT FUND #434</b>									
Contractual Service	-			45,000.00					45,000.00
Operating Supplies	-								-
Capital Outlay	432,000.00								432,000.00
Debt Service	107,813.00								107,813.00
Transfer Out	228,575.00								228,575.00
Advance Out	-								-
<b>Total Fire Capital Improvement Fund</b>	<b>768,388.00</b>	<b>-</b>	<b>-</b>	<b>45,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>813,388.00</b>

CITY OF NORTH ROYALTON 2023 Amending Budget Ordinance									
	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Amend #2 Ord #23-12 February 7, 2023	Amend #3 Ord #23-23 February 21, 2023	Amend #4 Ord #23-36 March 21, 2023	Amend #5 Ord #23-47 April 18, 2023	Amend #6 Ord #23-63 June 6, 2023	Proposed Amendment July 18, 2023	Total 2023 Appropriations
YMCA CAPITAL RESERVE FUND #437									
Contractual Services	34,000.00								34,000.00
Capital Outlay	30,000.00								30,000.00
Total YMCA Capital Imp Fund	64,000.00	-	-	-	-	-	-	-	64,000.00
EXCESSIVE LOAD FUND #444									
Contractual Services	-								-
Capital Outlay	-			-					-
Total Wallings Road Fund	-	-	-	-	-	-	-	-	-
WATER MAIN FUND #445									
Contractual Services	15,000.00								15,000.00
Operating Supplies	-								-
Capital Outlay	-								-
Total Water Main Fund	15,000.00	-	-	-	-	-	-	-	15,000.00
YMCA CAPITAL IMPROVEMENT FUND #449									
Contractual Services	-				-	-	-	-	-
Total YMCA Capital Imp Fund	-	-	-	-	-	-	-	-	-
ISSUE 1 - SPRAGUE ROAD FUND #451									
Transfer Out	17,887.00								17,887.00
Total Issue 1 - Sprague Rd. Fund	17,887.00	-	-	-	-	-	-	-	17,887.00
TRADITIONS AT ROYALTON PLACE TIF #465									
Capital Outlay	250,000.00		126,215.00				200,000.00		576,215.00
Total Traditions at Royalton Place TIF#4	250,000.00	-	126,215.00	-	-	-	200,000.00	-	576,215.00
OMNI SLF North Royalton LLC TIF #466									
Capital Outlay	250,000.00								250,000.00
Total OMNI SLF North Royalton LLC TIF	250,000.00	-	-	-	-	-	-	-	250,000.00
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
Transfer Out	-						3,137.00		3,137.00
Total Wastewater Treatment Fund	4,954,930.00	-	-	-	-	-	3,137.00	-	4,958,067.00
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						67,947.00		1,318,198.00
Total WW Debt Service Fund	1,250,251.00	-	-	-	-	-	67,947.00	-	1,318,198.00
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									
Contractual Service							10,000.00		10,000.00
Refunds	85,000.00								85,000.00
Transfer Out							3,000.00		3,000.00
Total Improvement Holding Fund	85,000.00	-	-	-	-	-	13,000.00	-	98,000.00
OHIO BOARD OF BUILDING STANDARDS FUND #764									
Other	5,500.00						(905.00)		4,595.00
Transfer Out	-						905.00		905.00
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	294,434.00	13,335.00	54,084,053.00



ORDINANCE NO. 23-83

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AWARD AGREEMENT WITH FEMA, ADMINISTERED BY OHIO EMERGENCY MANAGEMENT AGENCY FOR THE SOIL STABILIZATION PROJECT EAST OF THE INTERSECTION OF ROYALTON ROAD AND NORTH AKINS ROAD; PHASE 1-SURVEY AND DESIGN, AND DECLARING AN EMERGENCY

**WHEREAS:** The City of North Royalton has been awarded a grant in the amount of \$84,075.00 from FEMA, administered by Ohio Emergency Management Agency for the Soil Stabilization project east of the intersection of Royalton Road and North Akins Road; Phase 1-Survey and Design; and

**WHEREAS:** It is therefore necessary to enter into an agreement with FEMA, administered by Ohio Emergency Management Agency for this grant award; and

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

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

**Section 1.** The Mayor is hereby authorized to enter into a grant award agreement with FEMA, administered by Ohio Emergency Management Agency for the Soil Stabilization project east of the intersection of Royalton Road and North Akins Road; Phase 1-Survey and Design, pursuant to terms and conditions as approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

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

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into a grant award agreement with FEMA, administered by Ohio Emergency Management Agency.

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:



**Department of  
Public Safety**

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Andy Wilson, Director  
Sima S. Merick, Executive Director



July 6, 2023

The Honorable Larry Antoskiewicz  
Mayor of City of North Royalton  
14600 State Road  
North Royalton, OH 44133

Dear Mayor Antoskiewicz:

Congratulations! You were recently notified the City of North Royalton Soil Stabilization project was approved by FEMA under the Hazard Mitigation Grant Program. Before the project can be started and funds disbursed, you must complete the following forms and return to my attention at the address above within 30 days of receipt of this letter.

1. State and Local Grant Agreement (enclosed)
2. W-9 Form (enclosed)
3. Sub-award Financial Management Form (enclosed)
4. Resolution designating the person or organization responsible for implementing the mitigation project (sample enclosed)

The State and Local Agreement must be signed by the Chief Official and the Executive Director of the Ohio EMA before funds can be disbursed. The Project Manager is responsible for all activities related to the project and must be able to act on behalf of the community. The enclosed sample designation of Applicant's Agent is for your reference and information. A meeting to explain how the project shall be implemented will be scheduled with you and/or the Project Manager as soon as the above forms are returned.

If you have questions concerning this project, contact me at 614/799-3539 or Sharon Rolf at 614/799-3530.

Sincerely,

STEVE FERRYMAN, CFM  
Chief, Mitigation Branch  
State Hazard Mitigation Officer

SAF/sr



**STATE-LOCAL GRANT AGREEMENT  
HAZARD MITIGATION GRANT PROGRAM - CFDA 97.039  
FEMA-DR-4507.45-OH  
DECLARED MARCH 31, 2020**

This Grant Agreement (the “Agreement”) is made and entered into by, and between, the State of Ohio, Department of Public Safety, Ohio Emergency Management Agency, located at 2855 West Dublin-Granville Road, Columbus, Ohio 43235-2712 (herein referred to as the “Recipient”); and, **the City of North Royalton, located at 14600 State Road, North Royalton, Ohio 44133** (herein referred to as the “Sub-recipient”).

**This agreement will be in effect for the period beginning June 16, 2023 and ending June 16, 2025.**

1. Pursuant to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121, et. seq. (“Stafford Act”) as amended, the Federal Emergency Management Agency (“FEMA”) has been authorized by Congress to make grants to states to mitigate natural disasters. The Ohio Emergency Management Agency (“Ohio EMA”), has received grant funds for that purpose.
2. The Ohio Emergency Management Agency has been designated as the Recipient to receive, administer, and disburse FEMA mitigation funds for local government mitigation projects in areas of Ohio and to provide technical assistance with the Hazard Mitigation Grant Program (HMGP). The HMGP is authorized by Section 404 of the Stafford Act, Public Law 93-288. Recipient shall monitor and evaluate the implementation of mitigation projects and control the disbursement of HMGP funds from FEMA.
3. **City of North Royalton, Cuyahoga County** is the Sub-recipient and has submitted an application, which is incorporated herein by reference, to the Recipient setting forth a list of activities (herein referred to individually as “Project”). The Recipient and FEMA have approved the Projects along with any exceptions that have been made prior to signing of this agreement. The Sub-recipient agrees to complete the Project within two years of FEMA approval, unless a time extension is granted by the Recipient.
4. Sub-recipient shall participate in the development of, and shall coordinate and monitor the implementation of the local hazard mitigation measures; and shall regulate and control development within hazardous areas.
5. Sub-recipient has the legal authority to accept mitigation funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state mitigation funds. The financial management system must comply with 2 Code of Federal Regulations (CFR) Part 200 and Auditor of State Bulletin 99-05.
6. Sub-recipient shall use the mitigation funds solely for the approved scope of work in the Project. Only those costs, which are allowable as defined in 2 CFR 200 will be paid:

- a. This Grant Agreement for **Phase I** in the amount of **\$ 92,925.00**

(“Funds”) will serve as the contract between the Recipient, Ohio EMA and the Sub-recipient for the purpose of the approved project.

- b. Total estimated cost of the mitigation project is: **\$ 88,500.00**  
Total HMGP (Federal) contribution is: **\$ 79,650.00**  
Total State of Ohio contribution is: **\$ 0.00**  
Local contribution: **\$ 8,850.00**

- c. FEMA has awarded Subrecipient Management Costs (SRMC) **Phase I** in the amount up to **\$ 4,425.00** to help off-set the costs of project implementation. These funds are 100% Federal and do not require a local match. The SRMC funds must be administered by the Recipient and Sub-Recipient in accordance with:

- i. Hazard Mitigation Assistance Guidance dated February 27, 2015
- ii. FEMA Policy #104-11-1
- iii. 2 Code of Federal Regulations Part 200, and
- iv. This grant agreement.

In order to receive these funds, the Sub-Recipient must document expenses deemed reasonable, allowable, and necessary as required by this agreement and in the guidance, policy, and regulation above. Reimbursement will be based on documented, actual eligible cost incurred up to 5% of the total project cost at the time of project completion.

- d. Sub-recipient agrees to provide the necessary local cost share as required by 2 CFR Parts 200.306 and 200.434. The funding will be available within the specified period of time for completion of the Project. Documentation of the use of the local cost share is required.
- e. Obligations of Recipient are subject to provisions of Section 126.07 of the Ohio Revised Code.
7. Sub-recipient shall return to Recipient any HMGP and State funds, which are not supported by audit or other federal or state review of documentation maintained by the Sub-recipient. (2 CFR Part 200-Subpart F)
8. Sub-recipient shall maintain records for the period set forth in 2 CFR Part 200.333 and shall give access to said records in accordance with 2 CFR Part 200.336.
9. Sub-recipient shall comply with all applicable state and local ordinances, laws, regulations, building codes and standards applicable to this Project.
10. Sub-recipient agrees to maintain good standing with the National Flood Insurance Program (NFIP) and comply with local regulations pertaining to the NFIP; and agrees to bring into NFIP compliance all structures identified through Community Assistance Visits (CAV's) to the maximum extent possible. Failure to enforce NFIP requirements for all development in identified flood hazard areas will result in the Sub-recipient repaying the HMGP and state funds related to the Project.
11. Sub-recipient shall comply with 2 CFR Part 200.318 in all procurements, including the contract provisions found in 2 CFR Parts 200.319 thru 200.326. In particular,

- a. Sub-recipient shall comply, as applicable, with provisions of federal laws and regulations pertaining to labor standards, and the State of Ohio Prevailing Wages laws and regulations.
  - b. Sub-recipient shall not enter into any contract with any party which is debarred or suspended from participating in federal assistance programs, or is otherwise ineligible pursuant to E.O. 12549, Debarment and Suspension, as implemented at 2 CFR Part 200.213.
12. Sub-recipient has read, understands, and shall comply with the State of Ohio Audit Requirements/Compliance Standards (attached), and 2 CFR Part 200 Subpart F – Audit Requirements.
13. Sub-recipient shall submit to the Recipient quarterly progress reports (QPR), due the 15<sup>th</sup> day of the month following the end of the quarter on the following schedule:
  - a.

January – March	Due April 15
April – June	Due July 15
July – September	Due October 15
October – December	Due January 15
  - b. Failure to provide the required reports will result in suspension of grant funds until the required reports are provided and approved by the Recipient.
14. Prior to project close-out, the sub-recipient is responsible for entering project summary data into the Mitigation Information Portal (MIP). Examples of data to be entered into MIP include but are not limited to: property photos, copies of deed restrictions, project financial information, latitude/longitude of mitigated properties etc. The Sub-recipient also agrees to utilize MIP to monitor properties acquired with Hazard Mitigation Assistance funds to ensure compliance with open space requirements.
15. **DEED RESTRICTIONS**

Sub-recipient agrees to the following assurance for projects, which involve acquisition and relocation:

- a. The following restrictive covenants shall be conveyed in the deed to any property acquired, accepted, or from which structures are removed:
  - 1) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and,
  - 2) No new structure(s) will be built on the property except as indicated below:
    - a. A public facility that is open on all sides and functionally related to a designated open space or recreational use:
    - b. A rest room; or
    - c. A structure that is compatible with open space, recreational, or wetland management usage and proper floodplain management policies and practices, which the FEMA V Regional Administrator approves in writing before the construction of the structure begins.
  - 3) After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal or State entity or source, and no Federal or State entity or source will provide such assistance.

- a. In general, allowable open space, recreational, and wetland management uses include: parks for outdoor recreational activities; nature reserves; cultivation; grazing; camping except where adequate warning time is not available to allow evacuation; temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes and recreational vehicles); unimproved, previous parking lots; and buffer zones.
- b. Any structures built on the property according to A. above, shall be floodproofed or elevated to the 100-year Base Flood Elevation plus one foot of freeboard.
- c. Title to the property may be transferred only to another governmental entity, with the approval of the Recipient and the FEMA V Regional Administrator. The Sub-recipient will retain all development rights to the land.

16. Sub-recipient shall comply with all applicable federal, state and local ordinance, laws, regulations, requirements, labor standards, building codes and standards as pertains to this project and identified in 2 CFR Part 200, and agrees to provide maintenance as appropriate.

#### 17. NONCOMPLIANCE (2 CFR PART 200.338)

- a. If the Sub-recipient fails to comply with the terms of the award, whether stated in a federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
  - 1). Temporarily withhold cash payments pending correction of the deficiency;
  - 2) Disallow all or part of the cost of the activity or action not in compliance;
  - 3) Wholly or partly suspend or terminate the current award for the program;
  - 4) Withhold further awards for the program;
  - 5) Take other remedies that may be legally available.
- b. In taking an enforcement action, the awarding agency and/or the Recipient will provide an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient or Sub-recipient is entitled under any statute or regulation applicable to the action involved.
- c. Costs resulting from obligations incurred by the Sub-recipient during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination. Other costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
  - 1). The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not cancelable, and,
  - 2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes place.

#### 18. ENVIRONMENTAL COMPLIANCE

- a. Sub-recipient will comply with FEMA Directive 108-1,, National Environmental Policy Act (NEPA), and other federal and state environmental laws and regulations in the implementation of the Project.

The Recipient will provide the Sub-recipient with a signed copy of the Record of Environmental Considerations (REC) and supporting letters and documentation as soon as FEMA approves the project. The REC will identify any special conditions placed on the project that may impact demolition activities, the elevation of any structures, underground storage tanks, cutting of trees or removal of fences or vegetation and disposal of any materials in approved dump sites and so on.

- b. Failure to comply with any environmental condition or requirement will result in the Sub-recipient reimbursing to the Recipient any federal or state funds expended on a property where environmental non-compliance has occurred.

19. CLOSE-OUT (2 CFR 200.343)

- a. Sub-recipient will notify the Recipient as soon as the Project has been completed, and will provide a Final Progress Report and financial report within 30 days. Recipient will conduct a final site visit within 30 days of receiving the final progress report and financial report, and provide the Sub-recipient with their findings within 30 days of the visit. The findings will outline the results of the site visit and in particular any upward or downward adjustment to allowable costs.
- b. Sub-recipient will immediately refund any balance of un-obligated cash advanced that is not authorized to be retained for use on other grants.
- c. The closeout of the grant does not affect the right of the awarding agency to disallow costs and recover funds on the basis of a later audit or other review, the obligation to return any funds due as a result of later refunds, corrections, or other transactions, records retention as required in 2 CFR Part 200.333, property management requirements in Parts 200.311 and 200.312, and audit requirements in Part 200 Subpart F-Audit Requirements.
- d. Any funds not returned within a reasonable period of time after request, may result in an administrative offset against other requests for assistance, withholding advance payments otherwise due, and other action permitted by law.

20. AUDIT REQUIREMENTS (2 CFR 200 Subpart F)

In accordance with the Single Audit Act of 1984 as amended and 2 CFR 200, the following procedures will assure compliance with those standards in the administration of the Hazard Mitigation Grant Program (HMGP) to eligible Sub-recipients, pursuant to a Presidential Declaration of major disaster in the State of Ohio.

- a. The Governor's Authorized Representative (GAR) will provide the Auditor of State a listing of all State agencies and local governments which have been approved to receive Federal funds under the HMGP. This will serve as notice to State field examiners to inquire about the funds at the time of the respective Subrecipients single audit, ensuring at a minimum, the inclusion of those funds in the Audit Report's "Schedule of Federal Financial Assistance".
- b. The Sub-recipient has the obligation to comply with all applicable rules and regulations of the HMGP, to include 2 CFR 200. If the applicant desires copies of 2 CFR 200 they are available from the County and/or State Auditor's Office.
- c. The Single Audit Act of 1984 as amended requires local governments, state agencies/departments, and private non-profit organizations expending a total of \$750,000.00 or more in federal financial assistance in any fiscal year to have a single audit performed.

Those local governments, state agencies/departments, or private non-profit organizations expending less than \$750,000.00 in federal financial assistance must supply the GAR with a letter from a clerk/treasurer, for each fiscal year HMGP funds are received, certifying that status.

- d. Audit reports must be sent to the GAR by the Sub-recipients within one (1) month of Audit Report publication. Failure to do so, without reasonable justification, could result in suspension of any further advances of funds or final reimbursement by the GAR under the HMGP.
- e. If during any single audit the Sub-recipient has been informed of non-compliance findings regarding this program, the Sub-recipient shall verbally notify the GAR immediately and prior to publication of the Audit Report.
- f. The Sub-recipients will correct the finding(s) within thirty (30) days of written notification of non-compliance, if not sooner, and notify the GAR in writing of the actions taken.
- g. Findings against the Sub-recipient remaining uncorrected by the Sub-recipient will be deducted from the applicant's final reimbursement by the GAR in the amount of funds questioned in the Audit Report. If the GAR has already dispersed final settlement, and a subsequent audit report identifies non-compliance by the Sub-recipient, collection proceedings will be initiated by the GAR against the Sub-recipient in the amount of the questioned costs.
- h. Throughout the lifetime of the HMGP, it is the responsibility of the Sub-recipient to inform the State (or private) examiner of their participation in this program at the time of their respective single audits.
- i. The GAR will receive a listing from the State Auditor's Office of any regular or single audits completed for each Subrecipients jurisdiction/organization. The audits will not be forwarded to the GAR, this is an administrative requirement for each Sub-recipient to complete.
- j. The GAR will review each audit report received to assure that:
  - 1. If applicable, the grant(s) received that fiscal year are included in the "Schedule for Federal Financial Assistance" portion of the Audit Report, and that the report properly addresses the HMGP, as required under the Single Audit Act and appropriate OMB guidance;
  - 2. Any of the program activities, which may have been tested by the State Examiner are in compliance with all regulations pertaining to the HMGP and single audit requirements;
  - 3. Audit findings against the Sub-recipient pertaining to this grant will be rectified within thirty (30) days of receipt of the Audit Report by the Sub-recipient, either with guidance from, or, established by the State.
- k. From the onset of application approval, the GAR will work closely with the Sub-recipient to include site mid-program reviews and inspections of completed, approved projects by the GAR.



**STATE OF OHIO  
HAZARD MITIGATION GRANT PROGRAM (HMGP)  
GRANT AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Grant Agreement on the day and year set forth below:

**SUB-RECIPIENT – City of North Royalton, Cuyahoga County**

_____	_____
	<b>Date</b>
_____	_____
	<b>Date</b>
_____	_____
	<b>Date</b>

**RECIPIENT**

_____	_____
Sima S. Merick, Executive Director Ohio Emergency Management Agency	<b>Date</b>

ORDINANCE NO. 23-84

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE ACCEPTING THE BID OF OHIO PAVING AND CONSTRUCTION CO. FOR THE  
MEMORIAL PARK ALL PURPOSE TRAIL PROJECT FOR AN AMOUNT NOT TO EXCEED  
\$237,091.45 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

**WHEREAS:** The City of North Royalton has advertised for bids for the Memorial Park All Purpose Trail project; and

WHEREAS: It has been determined that the bid of Ohio Paving and Construction Co. for an amount not to exceed \$237,091.45 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 Ohio Paving and Construction Co. for the Memorial Park All Purpose Trail project for an amount not to exceed \$237,091.45 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 Ohio Paving and Construction Co. 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 Ohio Paving and Construction Co. 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 Ohio Paving and Construction Co. for the Memorial Park All Purpose Trail project so that this work may commence.

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

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

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

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

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

YEAS:

NAYS:

**MEMORIAL PARK ALL PURPOSE TRAIL**

**OWNER: City of North Royalton**

**PROJECT NO.: 230026 - T**

**BID OPENING DATE: July 6, 2023**

**BIDDING SUMMARY**

<b>BIDDER</b>		<b>BASE BID - Completion Date Nov. 17, 2023</b>	<b>ALTERNATE BID - Completion Date Nov. 17, 2023</b>	<b>BASE BID AND ALTERNATE</b>
1	Ohio Paving & Construction Co., Inc.	\$216,137.45	\$20,954.00	\$237,091.45
2	Vizmeg Landscape, Inc.	\$249,135.00	\$18,400.00	\$267,535.00
Opinion of Probable Construction Cost:				\$270,000.00

MEMORIAL PARK ALL PURPOSE TRAIL

OWNER: City of North Royalton

PROJECT NO.: 230026 - T

BID OPENING DATE: July 6, 2023

BID TABULATION

Ref No.	Description	Quan.	Unit	Ohio Paving & Construction Co., Inc.				Vizmeg Landscape, Inc.			
				Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total
1	PRECONSTRUCTION PHOTOGRAPHY	1	LUMP	700.00	0.00	700.00	700.00	700.00	0.00	700.00	700.00
2	EROSION CONTROL AS REQUIRED	1	LUMP	2,100.00	1,200.00	3,300.00	3,300.00	4,500.00	1,400.00	5,900.00	5,900.00
3	EXCAVATION/EMBANKMENT	1	LUMP	45,516.35	0.00	45,516.35	45,516.35	47,900.00	0.00	47,900.00	47,900.00
4	DEMOLITION/CLEARING	1	LUMP	695.00	0.00	695.00	695.00	14,100.00	0.00	14,100.00	14,100.00
5	8" LIMESTONE BASE COURSE	370	CY	44.15	51.52	95.67	35,397.90	53.00	40.00	93.00	34,410.00
6	1- 1/4" TYPE 1 ASPHALT SURFACE COURSE	1,650	SY	3.74	8.37	12.11	19,981.50	9.25	9.25	18.50	30,525.00
7	2" TYPE 2 ASPHALT INTERMEDIATE COURSE	1,650	SY	3.75	10.75	14.50	23,925.00	9.50	9.50	19.00	31,350.00
8	TACK COAT	1,650	SY	0.15	0.35	0.50	825.00	0.15	0.15	0.30	495.00
9	PRIME COAT	1,650	SY	0.14	1.20	1.34	2,211.00	0.30	0.30	0.60	990.00
10	FOG SEAL	350	SY	1.35	0.90	2.25	787.50	2.25	2.25	4.50	1,575.00
11	4" PERF SUBDRAIN, INCLUDING #57 STONE BACKFILL	600	LF	12.54	12.00	24.54	14,724.00	20.25	6.00	26.25	15,750.00
12	10" CORRUGATED METAL PIPE	40	LF	34.48	20.00	54.48	2,179.20	38.00	16.00	54.00	2,160.00
13	DRAIN INLET	1	EA	1,500.00	800.00	2,300.00	2,300.00	1,570.00	2,800.00	4,370.00	4,370.00
14	SEEDING AND MULCHING CLASS 1 SEED MIX	4,000	SY	1.41	1.24	2.65	10,600.00	2.45	0.80	3.25	13,000.00
15	TOPSOIL, STOCKPILE/SPREAD AT 4" THICKNESS	400	CY	66.28	0.00	66.28	26,512.00	49.00	0.00	49.00	19,600.00
16	COMMERCIAL FERTILIZER	0	TON	3,000.00	3,980.00	6,980.00	698.00	5,070.00	1,530.00	6,600.00	660.00
17	WATER	1	M GAL	400.00	385.00	785.00	785.00	650.00	0.00	650.00	650.00
18	CONTINGENCY / DISCRETIONARY ALLOWANCE	1	LUMP	0.00	25,000.00	25,000.00	25,000.00	0.00	25,000.00	25,000.00	25,000.00
	Total Bid Amount - Base Bid						216,137.45				249,135.00

MEMORIAL PARK ALL PURPOSE TRAIL  
OWNER: City of North Royalton  
PROJECT NO.: 230026 - T  
BID OPENING DATE: July 6, 2023  
BID TABULATION

Ref No.	Description	Quan.	Unit	Ohio Paving & Construction Co., Inc.				Vizmeg Landscape, Inc.			
				Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total
A1	1-1/2" PVC CONDUIT	600	LF	11.45	7.64	19.09	11,454.00	13.50	3.00	16.50	9,900.00
A2	TIER 5 QUAZITE BOX 11"X18"X11"	5	EA	600.00	1,000.00	1,600.00	8,000.00	300.00	1,100.00	1,400.00	7,000.00
A3	CONTINGENCY/DISCRETIONARY ALLOWANCE	1	LUMP	0.00	1,500.00	1,500.00	1,500.00	0.00	1,500.00	1,500.00	1,500.00
	Total Bid Amount - Alternate Bid						20,954.00				18,400.00

**MEMORIAL PARK ALL PURPOSE TRAIL**

**OWNER: City of North Royalton**

**PROJECT NO.: 230026 - T**

**BID OPENING DATE: July 6, 2023**

**BIDDING SUMMARY**

<b>BIDDER</b>		<b>BASE BID - Completion Date May 15, 2024</b>	<b>ALTERNATE BID</b>	<b>BASE BID AND ALTERNATE</b>
1	Ohio Paving & Construction Co., Inc.	\$225,733.01	\$21,924.00	\$247,657.01
Opinion of Probable Construction Cost:			\$270,000.00	

MEMORIAL PARK ALL PURPOSE TRAIL

OWNER: City of North Royalton

PROJECT NO.: 230026 - T

BID OPENING DATE: July 6, 2023

BID TABULATION

Ref No.	Description - Base Bid	Quan.	Unit	Ohio Paving & Construction Co., Inc.			
				Unit Price Labor	Unit Price Material	Total Unit Price	Item Total
1	PRECONSTRUCTION PHOTOGRAPHY	1	LUMP	735.00	0.00	735.00	735.00
2	EROSION CONTROL AS REQUIRED	1	LUMP	2,205.00	1,260.00	3,465.00	3,465.00
3	EXCAVATION/EMBANKMENT	1	LUMP	47,792.16	0.00	47,792.16	47,792.16
4	DEMOLITION/CLEARING	1	LUMP	730.00	0.00	730.00	730.00
5	8" LIMESTONE BASE COURSE	370	CY	46.36	54.10	100.46	37,170.20
6	1- 1/4" TYPE 1 ASPHALT SURFACE COURSE	1,650	SY	3.93	8.79	12.72	20,988.00
7	2" TYPE 2 ASPHALT INTERMEDIATE COURSE	1,650	SY	3.94	11.29	15.23	25,129.50
8	TACK COAT	1,650	SY	0.16	0.37	0.53	874.50
9	PRIME COAT	1,650	SY	0.16	1.26	1.42	2,343.00
10	FOG SEAL	350	SY	1.42	0.95	2.37	829.50
11	4" PERF SUBDRAIN, INCLUDING #57 STONE BACKFILL	600	LF	13.16	12.60	25.76	15,456.00
12	10" CORRUGATED METAL PIPE	40	LF	36.20	21.00	57.20	2,288.00
13	DRAIN INLET	1	EA	1,575.00	840.00	2,415.00	2,415.00
14	SEEDING AND MULCHING CLASS 1 SEED MIX	4,000	SY	1.48	1.30	2.78	11,120.00
15	TOPSOIL, STOCKPILE/SPREAD AT 4" THICKNESS	400	CY	69.60	0.00	69.60	27,840.00
16	COMMERCIAL FERTILIZER	0	TON	3,150.00	4,179.00	7,329.00	732.90
17	WATER	1	M GAL	420.00	404.25	824.25	824.25
18	CONTINGENCY / DISCRETIONARY ALLOWANCE	1	LUMP	0.00	25,000.00	25,000.00	25,000.00
	Total Bid Amount - Base Bid						225,733.01

MEMORIAL PARK ALL PURPOSE TRAIL  
OWNER: City of North Royalton  
PROJECT NO.: 230026 - T  
BID OPENING DATE: July 6, 2023  
BID TABULATION

Ref No.	Description - Alternate	Quan.	Unit	Ohio Paving & Construction Co., Inc.			
				Unit Price Labor	Unit Price Material	Total Unit Price	Item Total
A1	1-1/2" PVC CONDUIT	600	LF	12.02	8.02	20.04	12,024.00
A2	TIER 5 QUAZITE BOX 11"X18"X11"	5	EA	630.00	1,050.00	1,680.00	8,400.00
A3	CONTINGENCY/DISCRETIONARY ALLOWANCE	1	LUMP	0.00	1,500.00	1,500.00	1,500.00
	Total Bid Amount - Alternate Bid						21,924.00



ORDINANCE NO. 23-85

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT BY AND BETWEEN THE CITY OF NORTH ROYALTON AND THE BOARD OF EDUCATION OF THE NORTH ROYALTON CITY SCHOOL DISTRICT FOR THE RENOVATION AND CONSTRUCTION OF A NEW SENIOR CENTER AT 13220 RIDGE ROAD (ROYALVIEW ELEMENTARY), NORTH ROYALTON OHIO, AND DECLARING AN EMERGENCY

**WHEREAS:** The Board of Education of the North Royalton City School District is the owner of certain real property within the municipal boundaries of the City of North Royalton known as the former Royalview Elementary School; and

**WHEREAS:** The city desires to use a portion said property for a new Senior Center facility; and

**WHEREAS:** The Council of the City of North Royalton desires to authorize the Mayor to enter into a Lease Agreement by and between the City of North Royalton and the Board of Education of the North Royalton City School District for said property.

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 the Board of Education of the North Royalton City School District for the possession, renovation and use of certain real property located within the municipal boundaries of the city, specifically portions of the former Royalview Elementary School, pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

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

**Section 3.** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the lease of school owned property located at 13220 Ridge Road (Royalview Elementary), North Royalton Ohio, for the purpose of providing a new Senior Center facility.

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:**

## **LEASE**

This Lease Agreement ("Lease") is made by and between the **BOARD OF EDUCATION OF THE NORTH ROYALTON CITY SCHOOL DISTRICT**, 6579 Royalton Road, North Royalton, OH 44133 (hereafter referred to as the "LESSOR"), and the **CITY OF NORTH ROYALTON**, 14600 State Rd North Royalton, Ohio 44133 (hereafter referred to as "LESSEE").

**WHEREAS**, the LESSOR has found and determined that a portion of the former Royal View elementary school is not needed at this time for public school purposes of the Board; and

**WHEREAS**, the LESSEE desires to lease a portion of said property from the LESSOR, subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the Premises and the mutual promises of the parties contained herein, the parties hereby agree as follows:

### **Article I Description**

- 1.1 The LESSOR hereby leases and LESSEE hereby agrees to lease the following property (the "Premises"): approximately Nine Thousand (9,000) square feet of interior space of the former Royal View Elementary School together with an undetermined amount of the adjoining exterior grounds to allow for outside seating and gathering space not to exceed Two Thousand (2,000) square feet all as noted on Exhibit 1 attached hereto and incorporated by reference herein, together with the right to use common areas of the building, parking lot, and driveway. As it is the intention of the Lessee to employ the leased premises as a senior center and as some significant renovation is required to serve those ends, this lease is entirely and wholly contingent upon approval by city council of an agreement to renovate the premises, all at city expense, with a general contractor based upon plans pre-approved by Lessor.
- 1.1.1 (Address and legal description or area to be added later)
- 1.2 The Premises shall be provided to LESSEE at the beginning of the term in "AS IS" condition, including fixtures and furniture in and about the Premises.
- 1.3 The Premises shall be used and occupied by LESSEE for the purpose of operating a senior center for the benefit of the citizens of the community.

### **Article 2 Rent**

- 2.1 LESSEE shall pay the sum of One Dollar (\$1.00) annually, beginning with the first year of occupancy noted in Article 3 and payable each anniversary date thereafter. At LESSEE'S option, the rent for the entirety of the term may be paid in one lump sum upon execution of this Lease.

### **Article 3**

#### **Term**

- 3.1 The term of this Lease shall be for a twenty-five (25) year term commencing January 1, 2024, and ending December 31, 2049. Thereafter, the Lease shall automatically renew for successive one-year terms unless either party gives the other party written notice of its intent not to renew the Lease at least ninety (90) days prior to the expiration of the then-current term.

### **Article 4**

#### **Termination**

- 4.1 In the event this Lease is terminated by LESSOR for default in accordance with Article 19, LESSEE shall peacefully and quietly yield up and surrender the Premises to the LESSOR and remain liable to LESSOR for all losses, liabilities and damages sustained by reason of or occurring during LESSEE' tenancy, save and except for ordinary and customary wear and tear
- 4.3 Upon termination of the Lease, LESSEE shall remove all personal property, signage and moveable fixtures placed on the Premises by LESSEE and restore the Premises to the condition comparable to that at the beginning date of this Lease, the renovations and improvements save and except for ordinary and customary wear and tear. LESSEE shall have no claim against the LESSOR for the value of any unexpired term of the Lease, nor any costs related to the removals referred to in this paragraph. In any such event, LESSEE shall peacefully and quietly yield up and surrender the Premises to the LESSOR and remain liable to the LESSOR for all losses, liabilities and damages sustained by reason of or occurring during LESSEE' tenancy, excluding future rental payments after the date of termination.

### **Article 5**

#### **Occupancy/Improvements**

- 5.1 The LESSOR hereby acknowledges that occupancy of the Premises will be granted upon the first day of the term of this Lease. Lessor acknowledges that in expectation of the required construction and renovation work necessary for the transformation of the leased premises to serve as a senior center, Lessee and its agents and representatives will need access to the leased premises in the months preceding the beginning of the term to inspect and prepare the necessary plans for the renovation to be made and Lessor agrees to make the premises available for those purposes at reasonable times, Monday through Friday.
- 5.2 It is understood and agreed that upon taking occupancy, LESSEE may commence with making the necessary renovations and improvements to suit its purposes of use. Such improvements shall be subject to the prior written approval of the LESSOR, whose approval shall not be unreasonably withheld. LESSEE shall be responsible for the costs of these improvements. The LESSEE acknowledges that it is responsible for preparing and maintaining the Premises in such a manner so as to comply with all local, state and national laws, rules and regulations applicable to LESSEE' use of the Premises except as may otherwise be expressly provided herein.

- 5.3 LESSEE shall not alter or improve the Premises without prior written consent of the LESSOR. Any and all alterations, additions, improvements, and fixtures made or placed in or on said Premises shall on expiration or termination of this Lease belong to LESSOR without compensation to LESSEE unless otherwise agreed to in writing executed by both parties. Any such alterations or improvements shall comply with the building code and zoning code then in effect for the Premises and shall be constructed by competent contractors with experience working on historical buildings.
- 5.4 All Contracts entered into for any improvements by LESSEE shall name LESSOR as a third-party beneficiary of such contracts. All such contracts shall ensure that all contractors and subcontractors performing work within the Premises shall carry an appropriate amount of general, liability, workers' compensation and auto insurance with minimum limits acceptable to LESSOR. All applicable warranties shall be transferred to LESSOR upon termination or expiration of this Lease.

## **Article 6**

### **Utilities and Services**

- 6.1 As LESSEE is leasing only a portion of the building, LESSEE shall reimburse LESSOR for the cost of water, sewer, electricity, and heat that LESSEE or LESSEE's invitees use at the Premises on an annual basis. Wherever possible utility service for the leased premises shall be separately metered. Where it is not possible or not practical to separately meter utility service, Lessee shall pay an equitable portion of the service to be negotiated between the parties based on a combination of estimated usage and square footage.

## **Article 7**

### **Parking**

- 7.1 LESSEE employees, visitors and business invitees shall have access to and use of the Building parking lots.

## **Article 8**

### **Custodial, Maintenance and Repair**

- 8.1 LESSEE acknowledges that it is accepting the Premises in "AS IS" condition. LESSEE acknowledges that it has examined the Premises and that said Premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, and/or all other items provided by LESSOR are all in good working order and suitable for LESSEE use of the Premises, and LESSEE shall maintain all such items in the same condition at its expense.
- 8.2 LESSEE agrees to keep the Premises in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the Premises damaged by LESSEE, its employees, guests and/or invitees, except as provided by law; the LESSEE' cost and expense of repairing and/or replacing such damaged portion(s) of the Premises shall not be limited. Prior to LESSEE performing any such repairs, LESSEE shall seek and obtain the written consent of the LESSOR.
- 8.3 At the termination of this Lease, the Premises shall be returned to LESSOR is clean and good condition except for reasonable wear and tear and improvements, and the Premises

shall be free of all personal property and trash not belonging to LESSOR. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the Premises, do not constitute reasonable wear and tear.

- 8.4 LESSEE shall not, without first notifying the LESSOR in writing, abandon the Premises, or allow the Premises to become vacant or deserted.
- 8.5 LESSEE shall observe and comply with the rules and regulations issued by LESSOR from time to time with respect to the use, safety, care and cleanliness of the Building.
- 8.6 LESSEE shall further be responsible for the following:
  - 8.6.1 Maintenance of the access and sidewalks to the Premises, including snow and ice removal during the winter.
  - 8.6.2 Cleaning and waste disposal of the Premises. LESSEE and LESSOR may separately agree upon an additional fee for custodial services to be provided by LESSOR of the Premises. Any such agreement shall incorporate the terms of this Lease as if fully restated.
- 8.7 LESSOR shall be responsible for the following:
  - 8.7.1 Cleaning the building and disposal of waste in the remainder of the building not constituting the Premises.
  - 8.7.2 Complete responsibility for all maintenance and repairs, except as provided herein.
  - 8.7.3 Lawncare and maintenance and snow removal except as provided in Section 8.6.
  - 8.7.4 Maintenance and repairs of the parking lot and entrance drive
  - 8.7.5 Maintenance and repairs to the roof, walls and structural integrity of the building
  - 8.7.6 LESSOR shall consult with LESSEE over any major repairs as to the impact such repairs may have on the historic nature of the building.

## **Article 9**

### **Waste**

- 9.1 LESSEE shall not commit or suffer to be committed any waste on the Premises nor maintain, commit or permit the maintenance or commission of any nuisance on the Premises or use the Premises for any unlawful purpose.
- 9.2 In the event any act of LESSEE, its employees, agents, or invitees, causes damage to the Premises, the LESSOR shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs for repairs or corrections shall be payable by LESSEE to the LESSOR.
- 9.3 LESSEE shall not do or suffer anything to be done on the Premises which will cause an increase in the rate of insurance on the Building, or which will cause a violation of any zoning, building or other laws or regulations.

**Article 10**  
**Inspection/Emergency Maintenance**

- 10.1 LESSEE shall permit the LESSOR and its agents to enter into and on the Premises at all reasonable times for the purpose of inspection of the same, provided that the LESSOR provides LESSEE with a 24-hour notice. The LESSOR shall have immediate access to the Premises should emergency security, repairs or maintenance issues arise.

**Article 11**  
**Condemnation**

- 11.1 If during the term of this Lease or any extension thereof, all or any part of the Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of taking of said Premises by the condemning authority.

**Article 12**  
**Jurisdiction, Venue and Governing Law**

- 12.1 The Parties agree to jurisdiction in Ohio in connection with any dispute between them arising out of this Lease and venue for any such dispute to be in the state courts sitting in Cuyahoga County. This Lease shall be governed by and construed in accordance with laws of the state of Ohio.

**Article 13**  
**Indemnity & Insurance**

- 13.1 LESSEE shall maintain, with responsible insurance companies reasonably acceptable to LESSOR, insurance in respect to this Lease and the Premises in the following amounts for any one accident or occurrence: (a) commercial general liability insurance with limits for property damage claims not less than \$100,000 and limits for personal injury or death not less than \$1,000,000 per person and \$1,000,000 per occurrence; and (b) casualty insurance insuring LESSEE against loss or damage to its equipment and other personal property in the Premises by fire and all other casualties usually covered under an "all risk" policy of casualty insurance. The policies described herein shall name LESSOR as an additional Insured. LESSEE shall furnish the LESSOR with proof of all such insurance prior to the Commencement Date, and upon demand of the LESSOR. LESSOR shall maintain, at its sole cost and expense, commercial general liability insurance with limits for property damage claims of not less than \$100,000 and limits for personal injury or death not less than \$1,000,000 per person and \$1,000,000 per occurrence. In the event of an occurrence coverable under LESSEE's general liability insurance policy, the Parties hereby agree that each Party shall look first to the LESSEE's general liability insurance policy. In such case, LESSEE shall pay the full amount of the claim until the limits of its general insurance policy are exhausted prior to the LESSOR's general liability insurance contribution to the claimed loss. LESSEE shall maintain workers compensation coverage on all its employees working at the Premises.

- 13.2 In any event of loss or damage to the Building, the Premises and/or any contents, each Party shall look first to any insurance in its favor before making any claim against the other Party; and, to the extent possible without additional cost, each Party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance, and each Party, to the extent permitted, for itself and its insurers waives all insured claims against the other Party.
- 13.3 City & School, as Ohio political subdivisions, do not indemnify any person or entity, and agree that no provision of this Agreement may be interpreted to obligate either to indemnify or defend the other or any other person or entity. Each party agrees to defend the other or any other person or entity. Each party agrees to be responsible for any damages resulting from actions of its officers, official employer while engaged in the performance of their respective duties.

#### **Article 14**

##### **Notice**

- 14.1 All notices to the LESSOR shall be directed to:

North Royalton City School District Board of Education  
Attn: Superintendent  
6579 Royalton Road  
North Royalton, OH 44133

- 14.2 All notices to LESSEE shall be directed to:

City of North Royalton  
Attn: Mayor Larry Antoskiewicz  
14600 State Rd.  
North Royalton, Ohio 44133

#### **Article 15**

##### **Amendment & Prior Agreements**

- 15.1 This Lease contains the complete understanding of the Parties with respect to the subject matter herein and may only be modified or amended by a writing signed by both parties.

#### **Article 16**

##### **Compliance with Laws**

- 16.1 In performing their obligations under this Lease, the Parties shall comply with all applicable state and federal laws and regulations, state executive orders and shall not lawfully discriminate against any employee or student on the basis of race, sex, religion, disability, national origin or veteran status.

#### **Article 17**

##### **Counterparts: Facsimile Signatures**

- 17.1 This Lease may be executed in multiple counterparts, all of which shall be originals and which taken together shall constitute a single lease between the Parties. For the purpose of interpretation, facsimile signatures shall be equivalent to original signatures.

**Article 18**  
**Waiver and Force Majeure**

- 18.1 No waiver by the Parties hereto of any default or breach of any Article or provision of this Lease shall be deemed to be waiver of any other breach of the same or any other Article or provision contained herein. Neither Party shall be required to perform any Article or provision in this Lease so long as such performance is delayed or prevented by acts of God, strikes, lockouts, or other labor restrictions, material shortages, any governmental authorities, civil riot, floods, and any other cause not reasonably within the control of either Party and of which by the exercise of due diligence either Party is unable wholly or in part to prevent or overcome. If the LESSOR shall convey title to the Premises pursuant to a sale or exchange of property the LESSOR shall not be liable to LESSEE or successor of LESSEE as to any act or omission from and after such conveyance. If the LESSOR shall convey title to the Premises pursuant to a sale or exchange of property, this Lease shall be transferred, in whole, for the remaining period of this Lease.

**Article 19**  
**Defaults and Remedies**

- 19.1 If LESSEE shall remain in default under any condition of this Lease for a period of thirty (30) days after written notice from the LESSOR, the LESSOR may, at its option, without notice to LESSEE, terminate this Lease, and the LESSOR may re-enter and take possession of said Premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass. In any such event, LESSEE shall peacefully and quietly yield up and surrender the Premises to the LESSOR and remain liable to LESSOR for all losses, liabilities and damages sustained by reason of or during LESSEE' tenancy save and except for ordinary and customary wear and tear, and excluding future rental payments after the date of termination. Unless LESSOR does so, upon termination, LESSEE shall remove all personal property, signage and moveable fixtures placed on the Premises by LESSEE and restore the Premises to the condition comparable to that at the beginning date of this Lease, the renovations and improvements and normal wear and tear excepted. LESSEE shall have no claim against the LESSOR for the value of any unexpired term of the Lease, nor any costs related to the removals referred to in this paragraph.
- 19.2 All rights and remedies of the LESSOR under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.
- 19.3 If the LESSOR defaults in the performance of any term, covenant or condition required to be performed by it under this Agreement, LESSEE may elect to terminate this Agreement on giving at least thirty (30) days' written notice to the LESSOR of such intention, thereby terminating this Agreement on the date designated in such notice, unless the LESSOR shall have cured such default prior to expiration of the thirty (30) day period to the reasonable satisfaction of LESSEE.



- 19.4 Optional Mediation. If any dispute arises between the parties with respect to any term or condition of this Lease, or with respect to the level of performance of any duty, responsibility or obligation of a party under this Lease, then the LESSOR and LESSEE may meet and discuss a resolution to the concerns of any party. If the parties are unable to resolve any such dispute by their own discussions, then the parties may agree to select an independent mediator to assist them in resolving any such dispute. The parties agree that if any such meetings, discussions and mediation are to be effective, they shall occur and conclude within thirty (30) days of either party notifying the other of a dispute or its concern about performance under this Lease. This provision for meeting, discussing and mediating shall not replace any other remedies described in this Lease unless the parties in writing agree to do so at the time.
- 19.5 LESSOR and LESSEE each agree to provide prompt written notice of any default hereunder. No termination of this lease by either party shall be effective unless such notice has been given and the party to whom it applies shall have been given thirty (30) days to cure such default.

## **Article 20**

### **Exculpation of the LESSOR**

- 20.1 If the LESSOR shall convey title to the Premises pursuant to a sale or exchange of property, the LESSOR shall not be liable to LESSEE or any immediate or remote assignee or successor of LESSEE as to any act or omission arising under the terms and conditions of this Lease from and after such conveyance. In the event of a conveyance of title to the underlying real estate, Lessee reserves the right to maintain its leasehold interest or to terminate the lease without notice at its option and discretion.

## **Article 21**

### **No Assignment**

- 21.1 Except as otherwise noted in this Article, LESSEE shall not assign, mortgage, pledge or encumber this Lease, in whole or in part, nor sublet all or any portion of the Premises without the prior written consent of the LESSOR, which may be granted or withheld at the sole discretion of the LESSOR.

## **Article 22**

### **Parties Bound**

- 22.1 All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto.

## **Article 23**

### **Taxes and Assessments**

- 23.1 The Premises are currently exempt from real estate taxes. However, if that status changes with respect to any period of time during which LESSEE is a tenant of the Premises and the change is due to LESSEE's occupancy, then LESSEE shall pay and fully discharge all real property taxes and special assessments, if any, imposed during the term of this

Lease on or with respect to the Premises or any part thereof, and all improvements erected thereon.

**IN WITNESS WHEREOF**, the authorized representatives of the Parties have each set their hand hereunder in order to signify their intent to be bound by the foregoing.

**NORTH ROYALTON CITY SCHOOL DISTRICT BOARD OF EDUCATION**

By: \_\_\_\_\_  
DR. JOHN H. KELLY, Board President

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Biagio Sidoti, Treasurer

Date: \_\_\_\_\_, 2022

**CITY OF NORTH ROYALTON**

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

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

Approved as to Form

TAK, LD

## Four Main Areas in First Phase

1. Café
2. Fitness/Wellness
3. Technology
4. Lifelong Learning



3. Technology

4.  
Lifelong  
Learning

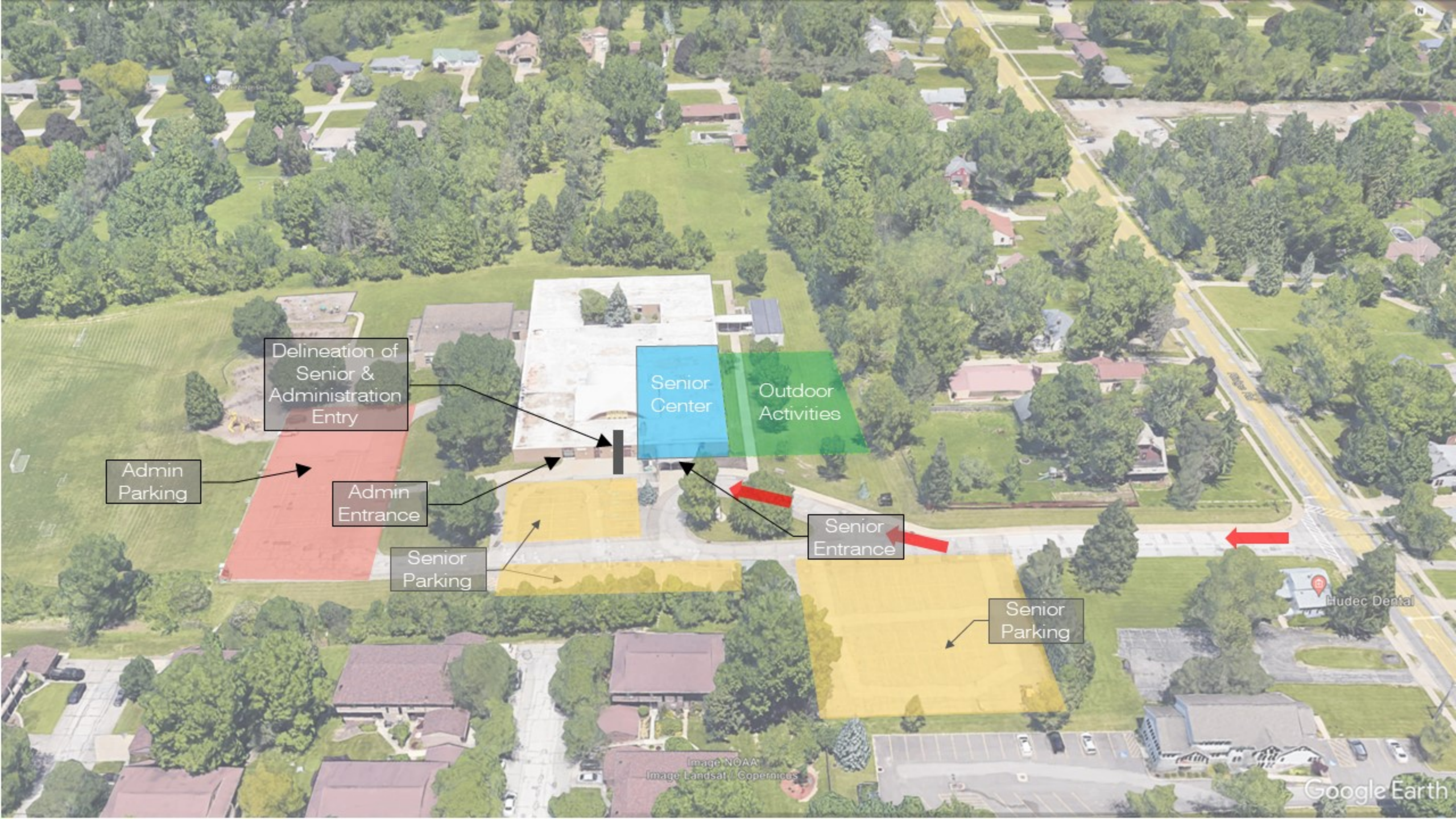
2.  
Fitness/  
Wellness

Entry

1. Café

Outdoor  
Activities





Delineation of  
Senior &  
Administration  
Entry

Admin  
Parking

Admin  
Entrance

Senior  
Parking

Senior  
Center

Outdoor  
Activities

Senior  
Entrance

Senior  
Parking

Hudec Dental

Image NOAA  
Image Landsat / Copernicus

Google Earth



ORDINANCE NO. 23-86

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH  
MAKOVICH & PUSTI ARCHITECTS, INC. TO PROVIDE PERSONAL AND PROFESSIONAL  
SERVICES AS ARCHITECT OF RECORD FOR THE DEVELOPMENT OF PLANS AND COST  
ESTIMATES FOR THE SENIOR CENTER PROJECT FOR A COST NOT TO EXCEED \$49,000, AND  
DECLARING AN EMERGENCY

**WHEREAS:** The Mayor, Administration and Council propose to create and establish a new Senior Center to serve the needs of all the city's senior citizens now and for the next many decades; and

**WHEREAS:** An orderly process to develop plans and obtain cost estimates for a new Senior Center requires the engagement of an architect; and

**WHEREAS:** The Mayor has obtained a proposal from Makovich & Pusti Architects, Inc, selected as most qualified, to provide design documents and renovation cost estimates for a fee not to exceed \$49,000.00; and

**WHEREAS:** Council desires to authorize the Mayor to enter into agreement with Makovich & Pusti Architects, Inc for the design documents and construction estimates and other professional services.

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

**Section 1.** Council hereby authorizes the Mayor to enter into a contract with Makovich & Pusti Architects, Inc to provide design documents and construction cost estimates and other professional services for a fee not to exceed \$49,000.00 for the Senior Center Project as set forth in the proposed agreement attached as Exhibit A and in a form approved by the Director of Law.

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

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary in order to properly determine the scope of the project and estimated construction costs connected therewith and to avoid unnecessary delay.

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:



# AIA® Document B104® – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

THIS DOCUMENT HAS BEEN MODIFIED FROM ITS ORIGINAL VERSION.

**AGREEMENT** made as of the date signed by Owner

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

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

The Owner's Representative in accordance with Section 5.10 is:  
Mayor Larry Antoskiewicz ([mayorantoskiewicz@northroyalton.org](mailto:mayorantoskiewicz@northroyalton.org))

and the Architect (also called the Design Professional):  
*(Name, legal status, address and other information)*

Makovich & Pusti Architects, Inc.  
111 Front Street  
Berea, Ohio 44017

The Architect's Representative in accordance with Section 2.3 is: Donald Rerko, AIA,  
NCARB, Principal email: [drerko@mparc.com](mailto:drerko@mparc.com)

The Architect was selected by the Owner per Ohio Revised Code Section 153.71 which permits the selection of the single most-qualified design firm based upon qualifications included in Owner's prequalification file when the estimated compensation for services will be less than \$50,000 and the qualifications are less than 1 year old.

for the following Project:  
*(Name, location and detailed description)*

Senior Center Project  
13220 Ridge Road  
North Royalton, Ohio 44133

The Owner reserves the right to add services and improvements to the Project through executed written amendment(s) to this Agreement or to enter into separate agreement(s) with different design professionals, in its sole discretion. Such future improvements will be pursued only if the Owner determines in its sole discretion to do so.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

The Owner's initial program for the Project the Request for Qualifications issued by the Owner on March 13, 2023 (the "RFQ"), subject to changes to the program in its sole discretion. As part of its Basic Services the Architect will perform an independent initial assessment and advise the Owner in developing the program for the Project. Such initial assessment shall include evaluation of adequacy/capacity of major utilities and central systems that will serve the Project.

The North Royalton City Schools Board of Education, 6579 Royalton Road, North Royalton, OH 44133 is an intended third-party beneficiary to this Agreement and entitled to enforce any rights hereunder for its benefit.

The Owner's current budget for the Cost of the Work as defined in Section 6.1 (including cost of construction, contractor fees, site improvements, and appropriate contingencies) is **\$480,000.00**, the Owner reserves the right to revise the budget in its sole discretion. As part of its Basic Services, the Architect will assist with budget development for the Project, as requested by the Owner and subject to Owner's approval in its sole discretion. Throughout the term of this Agreement the Architect will perform its services based upon the Owner's then-current budget.

Design phase milestone dates, if any:

Task	Date
Schematic Design Phase Services per Section 3.2.2 completed by Architect	,20

Init.

/

Design Development Phase Services per Section 3.2.3 completed by Architect	,20
Construction Documents Phase Services per Section 3.3 completed by Architect	,20
Begin General Contractor bidding	To be determined by Owner
Anticipated Commencement of Construction	To be determined by Owner

The Architect shall complete its Basic Services in accordance with the milestone dates set forth above. As part of its Basic Services, the Architect will assist with schedule development for the Project, as requested by the Owner. The Design milestone and completion dates stated herein shall only be changed by written, signed agreement between the Owner and Architect.

Anticipated Building Renovation Construction Completion	December 31, 2023
Anticipated Outdoor Area Construction Completion	May 1, 2024

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties may appropriately adjust the schedule, the Architect's services and the Architect's compensation in accordance with the terms of this Agreement.

§ 1.3 [Not Used.]

§ 1.3.1 [Not Used.]

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 **Standard of Care.** The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect's failure to comply with the Standard of Care shall be a material breach of the Agreement.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement and for a period of five (5) years following final completion of the Project. However, if professional liability and/or commercial general liability coverage is claims-made coverage, coverage must be maintained in effect for ten (10) years after Final Completion of Work.

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

### .1 General Liability

Comprehensive General Liability with policy limits of not less than One Million (\$1,000,000.00) for each occurrence and Two Million (\$2,000,000.00) in the aggregate for bodily injury and property damage. A per project aggregate endorsement shall be included in the General Liability and shall provide that the general aggregate limit applies separately to the Project. This endorsement shall be Insurance Services Office, Inc. (ISO) endorsement CG 25 03, or equivalent

### .2 Automobile Liability

Automobile Liability covering owned and non-owned vehicles operated by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any



person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage

### **.3 Workers' Compensation**

Workers' Compensation at statutory limits and Employers Liability with a policy limit as required by Ohio law

### **.4 Professional Liability**

Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$2,000,000.00) in the aggregate.

### **.5 Umbrella Liability**

Umbrella Liability providing coverage in excess of the Architect's primary Commercial General Liability, Automobile Liability and if possible, Professional Liability in an amount of not less than One Million Dollars (\$ 1,000,000.00 ) per occurrence.

§ 2.2.6 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.2.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Agreement. The certificates will name the Owner as the holder of the certificate of insurance listing the required coverages and as an additional insured with a waiver of subrogation and hold the Owner harmless on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. Such representative shall be subject to the approval of the Owner.

## **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Agreement, Article 3, and **Exhibit A** and include usual and customary civil, structural, mechanical, plumbing, fire protection system, and electrical engineering services as applicable to the Project. Services not set forth in this Agreement, including exhibits hereto, are Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. If Owner performs work on the Project or other projects with separate consultants, equipment suppliers, or other vendors, Architect shall cooperate with and coordinate its design and activities with those of such separate consultants, equipment suppliers, or other vendors so that the Project and other projects can be completed in an orderly and coordinated manner without disruption. As applicable, the Architect shall review the reports and shop drawings from Owner's consultants, equipment suppliers, or other vendors and coordinate its design accordingly. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall advise the Owner in writing of the results of these contacts and

any impacts on Project requirements. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.1.4** To the extent needed to provide its Basic Services and to the extent existing conditions are reasonably visible and accessible, the Architect shall provide services to investigate existing conditions or facilities.

**§ 3.1.5** In providing services under this Agreement, the Architect shall, in accordance with the Standard of Care, comply with all applicable federal, state, and local laws, regulations, and orders in effect at the time of submission of the Contract Documents to the governing building authority. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the project. The Plans and Specifications and the improvements, if built in accordance with them, shall conform to all currently applicable statutes, regulations, ordinances, and orders, except to the extent that the Architect has advised the Owner in writing that there is an ambiguity or an interpretation by a code official contrary to that by the Architect or that a variance shall be necessary. The Architect shall not be responsible for compliance of any contractor with currently applicable statutes, regulations, ordinances, and orders but shall report any known deviation therefrom to Owner in writing.

**§ 3.1.6** Architect will provide services for furniture, fixtures, and equipment design, which may be purchased by the Owner. As part of its Basic Services, Architect will include the layout for furniture and equipment items to be purchased on the drawings and will include power and data for all furniture, fixtures, and equipment on the drawings for each component of the Project. Architect will coordinate with staff to design infrastructure for audio-visual and technology equipment. The Architect will review and inventory existing furnishings and equipment, if requested by owner, design and specify new furnishings and fixtures to be selected, and provide oversight for installation and inspection of existing furnishings and fixtures during the Construction Administration Phase.

## **§ 3.2 Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, consult with the Owner to develop the program for the Project, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2 Schematic Design Phase.** The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

**§ 3.2.2.1** The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or services that may be reasonably needed for the Project.

**§ 3.2.2.2** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, Schematic Design Documents and an estimate of the Cost of the Work prepared in accordance with Section 6.3. The Schematic Design Documents shall consist of drawings and other documents including those identified in **Exhibit A** hereto. The Architect will advise the Owner of design alternatives, which could result in savings to the Owner, including savings in the construction cost and the cost of operating the Project when completed. Key areas and preliminary selections of key components, systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.3 Design Development Phase.** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project (including those identified in **Exhibit A**) and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.2.4 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner for the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall work with Owner's legal counsel to assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor including, but not limited to, site visits and review and processing of submittals, requests for information, change orders and applications for payment, as set forth below and in the agreement between the Owner and Contractor for the Project, including the General Conditions of Contract.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Nothing in this section relieves Architect of its duty to use reasonable care to endeavor to protect Owner from defective and non-conforming Work in accordance with its Standard of Care.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. Notwithstanding the foregoing, Architect will coordinate a meeting with the Contractor(s) prior to the expiration of the one-year period for correction of Work as a Basic Service and will participate in the meeting and work with Owner to address any issues identified during the meeting.

§ 3.4.1.4 Unless otherwise provided in the agreement between the Owner and the Contractor, the Architect shall coordinate and lead progress meetings to be attended by the Owner, Contractor, Architect and any necessary subcontractors and subconsultants. The Architect shall provide an agenda in advance of each meeting and shall be responsible for memorializing all Project meetings. Meeting minutes shall be distributed by the Architect no later than 24 hours after any meeting. To the extent the Contractor is responsible for preparing the meeting minutes, the Architect will review the meeting minutes and report any inconsistencies in writing to the Owner.

### **§ 3.4.2 Evaluations of the Work**

**§ 3.4.2.1** The Architect, and the Architect's subconsultants, as necessary, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Architect's observations must include observing final testing and start-up of equipment. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Nothing in this section relieves Architect of its duty to use reasonable care to endeavor to protect Owner from defective and non-conforming Work in accordance with its Standard of Care.

**§ 3.4.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work. The Architect shall reject Work that it knows or within the Standard of Care should have known does not conform to the Contract Documents and shall notify the Owner and Contractor of the rejection of such Work.

**§ 3.4.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Architect will keep a record of all such interpretations that includes information such as the date of each request for interpretation, the person making the request, the date of Architect's response, and a summary of the response. Architect will keep all correspondence and documentation related to such requests organized in a systematic manner and will make such documentation available to Owner upon Owner's request.

**§ 3.4.2.4** When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

**§ 3.4.2.5** Unless Owner and Contractor designate another person to do so, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. Architect's initial decision on claims, disputes or other matters in question between Owner and Contractor, except for those relating to aesthetic effect, is subject to mediation and further dispute resolution as provided in this Agreement and in the Contract Documents.

### **§ 3.4.3 Certificates for Payment to Contractor**

**§ 3.4.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. Architect will not certify the final payment application to the extent Contractor has not submitted appropriate lien waivers or other documents required by the Contract Documents. Notwithstanding the foregoing, Architect has discretion to adjust the amount certified when missing documentation is deemed by Architect, in consultation with Owner, to be relatively inconsequential or beyond the control of Contractor, such that holding all payment for those items would be detrimental to the Project or unfair to Contractor.

**§ 3.4.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.4.3.3** Consistent with its Standard of Care, Architect will advise Owner in writing at the time of the delivery of each certification for payment of any defects or problems with respect to the Work, which can be reasonably observed in the course of Architect's observations, given the stage of completion of the Work.

#### **§ 3.4.4 Submittals**

**§ 3.4.4.1** The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

**§ 3.4.4.2** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.4.4.3** The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

#### **§ 3.4.5 Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Architect will review costs proposed by Contractor(s) for changes to the Work and negotiate a reasonable cost for the change, which will be documented by written change order and approved by Owner.

**§ 3.4.5.1** Architect will maintain a record of all change orders for the Project. Such record shall show the status of each change order, identify potential change orders and include the name of the contractor, the subject of the change order, the dates of approval, the estimated cost of the change order (if not approved), the number of days additional time requested by the contractor for the Work, and the number of days approved by Architect and Owner to accomplish the Work. Architect will furnish an updated copy of the change order record to Owner upon request.

#### **§ 3.4.6 Project Completion**

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; prepare a list of incomplete or unsatisfactory items and a schedule for their completion for each Contractor; conduct a final review of the Work; evaluate completion of the Work included on the punch list; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents. To the extent a Contractor has not completed its Work or there are defects or non-conforming Work following the date for Substantial Completion, Architect, in its role as design professional, will communicate with Contractor and monitor its progress to complete its Work and correct any such defective or non-conforming Work.

**§ 3.4.6.1** Upon request of Owner, and prior to the expiration of one year from the date of Substantial Completion, Architect will, without additional compensation, conduct a meeting with Owner to review the Project operations and

performance. The Architect shall document deficiencies and notify the Contractor in writing with a copy to Owner, that corrective work is required, prior to the 1 year anniversary of Substantial Completion unless otherwise agreed.

#### **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

##### **§ 4.1 [Not Used.]**

*(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

**§ 4.2** The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner in writing, in accordance with the Agreement. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 may entitle the Architect to compensation pursuant to Section 11.3. Nothing in this Agreement shall relieve the Architect of its professional duties related to this Project. Should the Architect believe that proposed Additional Services are essential for the performance of the Architect's professional responsibilities, the Architect shall clearly notify the Owner of that fact in writing, stating the objective basis for that belief.

**§ 4.2.1** Subject to the limitations of Sections 6.5, 6.6, and 6.7, the Architect shall provide services necessitated by a material change in the Initial Information, material changes in previous instructions or approvals given by the Owner, or a material change in the Project including increased size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method, with Owner's prior written authorization, as an Additional Service.

**§ 4.2.2** As part of its Construction Phase Services, the Architect will visit the site during construction not less than once per week or other intervals appropriate to the stage of construction. The Architect shall conduct site visits in excess of that amount with Owner's prior written authorization, as an Additional Service.

**§ 4.2.3** The Architect shall, review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service except when due to changes initiated by the Architect or as a result of the Architect's error or omission. However, prior written and signed consent from the Owner is required before performing any Additional Service(s) that will require additional compensation or an increase to Architect's Compensation.

**§ 4.2.4** If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, the Architect may request additional compensation for the actual cost of performance to the extent the Architect demonstrates that such costs exceed the costs the Architect would have incurred in the absence of the delay.

#### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

**§ 5.2** The Owner shall establish and may periodically update, the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 If authorized by the Owner in writing in accordance with this Agreement, as an Additional Service, the Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect determines that such services are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided as determined by Owner.

§ 5.5 To the extent available, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as soils, structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, it being understood that the Owner has no duty to search for the same, nor is the Owner a professional skilled in finding such faults or defects.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project.

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work as provided in Initial Information, or otherwise provided by the Owner in writing, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive procurement/bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, contractor quotes/bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques in order to provide an estimate pursuant to the requirements of the Owner and the Ohio Revised Code, whether or not competitive statutory bidding is implemented. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service, in accordance with this Agreement.

**§ 6.4** If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market, subject to Owner's approval.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. The Architect shall provide these services and update the design documents accordingly, at no additional cost to the Owner.

**§ 6.6** If the lowest bona fide contractor quote or bid is more than 10% above the Architect's estimate(s) for the Work for the Project, the Owner may, at its option:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or solicitation of additional quotes/proposals for the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; and/or
- .5 implement any other mutually acceptable alternative.

**§ 6.7** Notwithstanding anything to the contrary, if the Owner chooses to proceed under Section 6.6.1, 6.6.2, 6.6.4, or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's revised budget for the Cost of the Work or other adjustments authorized by the Owner. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner agree that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce (including electronically) applicable published or issues portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. In the event this Agreement is terminated for whatever reason, Architect grants Owner a nonexclusive license permitting Owner to authorize other similarly credentialed design professionals to reproduce and, as permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.



§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 Subject to the agreement of any applicable property insurer, to the extent damages are actually recovered from property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in the agreement between Owner and Contractor, as executed for the Project. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.1.4 Indemnification

Notwithstanding any other provision in this Agreement to the contrary, the Architect shall indemnify, defend, and hold the Owner and the Owner's officers and employees harmless from and against liabilities arising from claims by third parties for death or injury, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. Such indemnification shall be in accordance with Ohio Revised Code Section 153.81 and shall only be for the liabilities incurred from the proportionate share of the tortious conduct, as determined pursuant to section 2307.23 of the Revised Code, of the professional design firm or any consultant, subcontractor, or other entity used by the professional design firm, in performing services under this Agreement. Nothing in this provision prohibits the Owner from commencing a civil action for damages against the Architect for the breach of this Agreement or for the breach of the Standard of Care.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation if both parties agree in writing, and will be conducted pursuant to mutually agreed-upon procedures.

§ 8.2.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction as set forth in Section 10.1

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration [Not Used.]**

**§ 8.3.1 [Not Used.]**

**§ 8.3.1.1 [Not Used.]**

**§ 8.3.2 [Not Used.]**

**§ 8.3.3 [Not Used.]**

**§ 8.3.4 Consolidation or Joinder [Not Used.]**

**§ 8.3.4.1 [Not Used.]**

**§ 8.3.4.2 [Not Used.]**

**§ 8.3.4.3 [Not Used.]**

**§ 8.4 [Not Used.]**

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, and Reimbursable Expenses then due.

**§ 9.7**

*(Paragraphs deleted)*

[Not Used.]

**§ 9.8 [Not Used.]**

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## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located. The parties agree that jurisdiction for any disputes that arise in connection with this Agreement that are not settled through mediation will be the Court of Common Pleas for the county in which the Project is located and each party hereby expressly consents to the jurisdiction of such court. The parties expressly waive the right of removal of any litigation arising out of this Agreement to federal court.

§ 10.2 Terms in this Agreement shall have the same meaning as those in the modified (as prepared for the Project) agreement between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. However, it is understood that the Owner is an intended third-party beneficiary of Architect's agreements with its consultants for design and engineering services. The Architect shall incorporate the obligations of this Agreement into its respective consultant agreements and subcontracts.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the toxic materials or substances were brought to the Project pursuant to the terms of the Contract Documents. Should Architect become aware of the presence of hazardous materials or toxic substances on the Project Site, Architect agrees to immediately report that presence to Owner in writing.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect will not publish other information regarding the Project without the Owner's prior written consent and the Owner agrees not to unreasonably withhold such consent. The Architect agrees to keep confidential and not to disclose to any third-party (without the advance written consent of the Owner or as otherwise permitted under this Agreement) any confidential, proprietary or privileged information or documentation of financial or strategic planning or operational information or documentation or any patient records or information

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

**\$49,000.00** plus Reimbursable Expenses subject to 11.1.3.

.2  
(Paragraphs deleted)  
[Not Used.]

.3 Other  
(Describe the method of compensation)

Architect's compensation for Reimbursable Expenses, as defined in paragraph 11.8, shall not exceed **\$1,000.00**. If the Architect believes that it will incur an expense that is outside the scope of those Reimbursable Expenses included in the Basic Services compensation, it will notify the Owner and obtain permission to incur the expense before seeking reimbursement.

§ 11.2  
(Paragraphs deleted)  
[Not Used.]

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Unless otherwise agreed by the parties, Additional Services shall be compensated at the Architect's Hourly Rates set forth in **Exhibit B** and shall be based upon written, signed agreement between the Owner and Architect. No Additional Services shall be performed without written, signed agreement between the Owner and Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (		%)
Design Development Phase		percent (		%)
Construction Documents Phase		percent (		%)
A/C Commissioning	Seven	percent (	7.0	%)
(Row deleted)				
Total Basic Compensation	one hundred	percent (	100	%)

Architect will submit invoices for its services as they are completed up to the stipulated amounts stated in Section 11.1 above.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth in **Exhibit B**. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

*(Table deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Subject to paragraph 11.1, Reimbursable Expenses are normal and reasonable expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, however, the Owner may pay these amounts directly if requested in sufficient time to process and issue the payment;
- .4 Printing, reproductions, plots, and standard form documents except that reproduction for internal coordination between the Architect and Owner and the Architect's consultants shall not be reimbursable; the Owner may pay directly the costs of printing of contract documents for the Competitive Proposal Phase and construction through an account with a reprographer;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner in writing;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants, with Owner's prior written approval;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures, with Owner's prior written approval.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants invoiced at a multiple of 1.1 times the expenses incurred.

**§ 11.9 Payments to the Architect**

**§ 11.9.1 Initial Payment**

An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.9.2 Progress Payments**

**§ 11.9.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. As applicable, each invoice shall identify the staff member/number of staff hours billed to the corresponding services and set forth the corresponding hourly rates. Payments are due and payable upon presentation of the Architect's invoice. Amounts due and unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. Architect shall give the Owner seven days written notice of late payment before interest shall begin to accrue.

*(Insert rate of monthly or annual interest agreed upon.)*

0 % zero

**§ 11.9.2.2 [Not Used.]**

**§ 11.9.2.3** As applicable, Architect shall submit invoices tracking total Reimbursable Expenses costs against the not-to-exceed amount set forth in 11.1, or as otherwise requested by Owner. Where applicable, Architect's invoices shall show an hourly rate breakdown including time spent by each member of Architect's personnel. Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**§ 12.1 Architect's Duties in General.** The Architect acknowledges that the Owner is entering this Agreement in reliance on the Architect's abilities to perform the Basic Services and any Additional Services requested under this Agreement on a timely basis. To the extent that any service hereunder shall be performed by consultants retained by the Architect, the term "Architect" as used in this Agreement shall be deemed to include any such consultant.

**§ 12.2** The Architect's duties and obligations, as set forth herein, and any liabilities arising hereunder shall at no time be diminished or released by reason of any approval by the Owner of the Drawings and Specifications or any other documents prepared by the Architect.

**§ 12.3** The Architect, consistent with its Standard of Care and professional skills, agrees, based upon the manufacturers' specifications or observations, that materials and equipment specified shall be adequate for the purposes for which they are specified.

**§ 12.4** Consistent with its Standard of Care, the Architect shall endeavor to anticipate problems related to zoning, building permits, building envelope including roofs and walls, availability of utilities, equipment and material shortages, proper balancing of the heating, ventilating, and air conditioning systems, security systems, and supplier delays.

**§ 12.5** The Architect shall endeavor to maintain good working relations with the Owner, Contractor, and subcontractors, shall further endeavor to solve problems and resolve disputes, if reasonably possible, promptly as they occur on the Project, and shall promptly advise the Owner of any action recommended with respect to the problems or disputes.

**§ 12.6 Privileged Communications.** All communications between the Owner's legal counsel and the Architect, while the Architect is acting as the agent for the Owner under the terms of this Agreement and which relate in any way to the administration of the construction of the Project or to the work of any Contractor, Subcontractor, materialman, or any other person rendering services in connection with the Project, is subject to the attorney-client privileged that can be waived only by the Owner. Any such communications and copies thereof that are written including without limitation, correspondence, notes, memoranda, notes of meetings and conversations that are reduced to writing and the like, upon notice from the Owner's legal counsel, shall be placed by the Architect in a separate file folder marked "Privileged and Confidential" and shall not be disclosed to any person other than the Architect's own legal counsel without the express written permission of the Owner. This provision is intended to protect the confidentiality of the Owner's communications with its counsel when the Architect comes into possession of such information in its capacity as agent of the Owner in the performance of its duties under this Agreement in the event of a dispute between the Owner and a third-party. This paragraph is not intended to impede communications between the Architect and the Architect's counsel or between the Architect and any Contractor seeking a decision from the Architect on a claim or dispute related to the Project.

**§ 12.7 Modification.** No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Agreement.

**§ 12.8 Partial Invalidity.** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

**§ 12.9 Counterparts.** This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

**§ 12.10 Non-Discrimination.** Architect agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Architect, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Architect, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.
- .3 That there shall be deducted from the amount payable to the Architect by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

**§ 12.11 Construction.** The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.

**§ 12.12 No Findings for Recovery.** The Architect represents that the Architect is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Architect has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this section.

**§ 12.13 Notices.** A Notice is any written notice to the Owner or the Architect. Written Notice to the Architect shall be deemed to have been duly served if delivered in person to an officer or any other official of the Architect or if delivered to or sent by registered or certified mail, return receipt requested, to the last known business address of the Architect. Written Notice to the Owner shall be deemed to have been duly served if delivered in person or sent by registered or certified mail, return receipt requested to the Owner's representative identified in the Agreement. When sent by certified mail to either party, any written notice shall be considered properly delivered to the other party three (3) days after the date sent.

**§ 12.14 Assignment.** This Agreement shall not be assigned in whole or in part, including the right to payments, by Architect without Owner's prior written consent. This Agreement may be assigned by Owner to any entity as required by financing, if any, and the Architect agrees to execute whatever assignment documents are required by such entity as are related to the financing as long as Architect's rights and obligations under this Agreement are not affected.

## **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as modified
- .2

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(Paragraphs deleted)

Owner's RFQ, dated March 13, 2023, to the extent not inconsistent with this Agreement.

- .3** Exhibits:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

**Exhibit A** — Architect's Proposal, dated June 26, 2023, as modified, to the extent not inconsistent with this Agreement. Any terms and conditions in the Architect's Proposal are expressly rejected.

**Exhibit B – Architect's Hourly Rates**

- .4** Other documents:  
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Not Applicable

This Agreement entered into as of the day and year of execution by the Owner below.

**CITY OF NORTH ROYALTON**

**MAKOVICH & PUSTI ARCHITECTS, INC.**

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
**ARCHITECT** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name, title, and license number, if required)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**CERTIFICATE OF AVAILABLE FUNDS**  
(ORC Section 5705.41)

The undersigned, Finance Director of the City of North Royalton, hereby certifies that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the preceding agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Date \_\_\_\_\_

\_\_\_\_\_  
Finance Director



# EXHIBIT A



111 Front Street ▪ Berea, Ohio 44017  
(440) 891-8910 ▪ [www.mparc.com](http://www.mparc.com)

June 26, 2023

Honorable Larry Antoskiewicz  
Mayor  
City of North Royalton  
14600 State Road  
North Royalton, OH 44133  
e-mail: [mayorantoskiewicz@northroyalton.org](mailto:mayorantoskiewicz@northroyalton.org)  
Copy to Jaime Anton e-mail: [janton@northroyalton.org](mailto:janton@northroyalton.org)

RE: Proposal for Architectural & Engineering Services  
Senior Center Renovation  
The City of North Royalton

Dear Mayor Antoskiewicz:

Makovich & Pusti Architects, Inc. (MPA) has prepared this proposal to provide architectural and engineering services for the project referenced above. To facilitate your review of our proposal, it has been organized as follows:

- # Scope of Work
- # Scope of Services
- # Proposed Design Team
- # Fee Proposal
- # Qualifications and Assumptions
- # Additional Services
- # Owner Provided Documentation
- # Authorization/Agreement

## SCOPE OF WORK

City of North Royalton is planning to renovate approximately 9,000 square feet of a portion of the Royal View Elementary School located at 13220 Ridge Road North Royalton, Ohio into a Senior Center. The design will include an outdoor area, adjacent to the building renovation, including a walking/seating area and garden area.

The level of finish should be good quality, but not luxury, as the intent is to contain costs to the extent reasonable, but still provide the City with an innovative and modern senior center that addresses their senior citizen's interest. The design intention is for the project area to look and feel as a Senior Center, not a school.

The project is to meet the needs of their senior community by providing a facility to accommodate:

- Organized activities - such as bingo, movies, crafts, clubs, concerts, dancing socials, singing, luncheon, speakers, and chair volleyball.
- Creative arts - painting, coloring, cooking, drawing and ceramics.
- Lifestyle pursuits - yoga, aerobics, book club, Tai Chi.
- Individual pursuits - books, crossword, puzzles, walking, brain teasers.
- Life enrichment programs - computer, brain fitness, resistance training.
- Multisensory activities - pet therapy, gardening, relaxation, exercise.

### Program Elements Include:

- The main areas of the first stage of the renovation will be:
  - Café
    - Prep kitchen
    - Cafe/Lounge that captures the ambience of the gathering space including moveable/washable chair & tables, coffee/tea station, bakery display case, and register
  - Fitness/Wellness
    - Gym area to include acoustic panels, also designed for emergency overnight use, dining, dancing, and movies
    - Recreational/assembly area for multi-use for preparing meals, presentations, assemblies, chair exercise, fitness/exercise classes, foosball table, and storage cubbies
    - Outdoor areas for recreation and fitness including a walking path, raised garden beds, memory garden walk, seating areas, shuffleboard, and a Bocce court
  - Technology
    - Separate computer training area with computer stations and an instructor's area
  - Lifelong Learning
    - Meeting areas
    - Lounge and quiet spaces for games, cards, puzzles, reading
    - Arts/Crafts area with easy to clean surfaces and versatile lighting
    - Library area with accessible shelving
  - Miscellaneous
    - Greeting area, with a prominent computer sign-in registration and security area with a seating area for arriving & departing groups
    - Employee & visiting staff offices
    - Restrooms with assisted entry doors for wheelchair access and emergency call lights/devises
    - Entrance canopy, including automatic activation switches for the doors
    - Accessible parking including van spaces with walkable parking and pavement milling utilizing the existing configuration
    - Entry drop-off/pick-up area with emergency access including lighting, signage, and security cameras utilizing the existing configuration

### Design Elements Include:

- Horizontal cubbies for brochures (should be attached to wall) for flyers/handouts
- Coat storage
- Wall mounted informational display screens/tv monitors
- Bulletin board including a volunteer recognition area
- Aquarium
- Round colorful tables
- Calming décor
- Adjustable sound system

- Washable stable seats and sofas, including moveable tables and seating
- All items to be accessible to people with physical disabilities

The maximum construction budget for the project is \$480,000. (subject to change in Owner's sole discretion)

It is desired to have the building renovation construction completed by December 31, 2023, and the outdoor area completed by May 1, 2024, **however, a schedule will be completed at the onset of the project to set the completion date based on project factors.**

## SCOPE OF SERVICES

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### Schematic Design

- Organize a kick-off meeting with the Stakeholders and consultants to discuss the goals and objectives of the project
- Organize a site visit to review and document the project and surrounding areas
- Provide a programming workshop with the project stakeholders to review, understand, and validate the project program
- Provide a Matterport scan of the areas affected by the construction
- Explore exterior design elements for the building
- Create a 3D model of the building modifications for the design process
- Begin to develop conceptual plans and designs
- Develop a code survey for the project including Ohio Building Code (OBC) and ICC A117.1-2017
- Review the progress of the design with the Stakeholders via web conferencing, or in person if required
- Develop basis of engineering design concepts for MEP/FP infrastructure
- Prepare preliminary project schedule
- Create an Order of Magnitude Probable Construction Budget for the project
- Review the design package with the Stakeholders and obtain a formal sign-off of approved design concept

### Deliverables

- Validated Program
- Schematic Design Package
  - Cover Sheet/Code Survey
  - Site Plan
  - Floor Plan
  - MEP Infrastructure Criteria/Narratives
- 3D Model Image of Entry
- Preliminary Project Schedule
- Order of Magnitude Probable Construction Cost

### Design Development

- Continue to develop detailed programmatic and functional requirements in collaboration with the Stakeholders
- Refine and add detail to the architectural design
- Begin interior product selection process, development of color schemes and design
- Obtain detailed input from the Stakeholders regarding the function of architectural, mechanical, and electrical elements
- Develop the MEP/FP lighting, power, heating, and cooling requirements

- Update Project Schedule
- Update Statement of Probable Construction Budget
- Review the design package with the Stakeholders and obtain a formal sign-off of approved design

#### Deliverables Development

- ~~Schematic~~ Design Package
  - Cover Sheet/Code Survey
  - Site Plan
  - Floor Plan
  - Reflected Ceiling Plan
  - Key Exterior Elevations
  - Key Interior Elevations
  - Mechanical Plans
  - Plumbing Plans
  - Electrical Power Plans
  - Electrical Lighting Plans
  - Interior Material/Color Selections
- 3D Model Images
- Updated Project Schedule
- Updated Order of Magnitude Probable Construction Cost

#### Construction Documents

- Prepare construction drawings and specifications setting forth the requirements of the project
- Preform the modifications for the front-end documents using the City's standard forms
- Meet with the Stakeholders at 90% completion for review and approval of construction documents
- Assist the Stakeholders with the bidding procurement information and city legal counsel
- Conduct a final review with Stakeholders and obtain sign-off of completed construction documents

#### Deliverables

- Construction Drawings and Specifications
- Updated Project Schedule
- Updated Order of Magnitude Probable Construction Cost

#### Bidding and Negotiation Phase Services

- Issue completed stamped and signed PDF construction documents for plan review
  - ◻ The fee for the plan review will be paid by MPA and reimbursed by the Owner with no markup.
  - ◻ The permit will be paid for by the Contractor
- Assist with the advertisement of the project to potential bidders
- Forward electronic files of the bidding documents to ARC/eblueprint for distribution to bidders
- Respond to questions (RFI's) and issue addenda during the bidding period
- Attend and conduct a pre-bid meeting and walk-thru of project area
- Bid tabulation review and written response to the findings
- Make contract award recommendations to the Stakeholders

### Deliverables

- RFI Responses
- Addenda (if required)
- Updated contractor bid tabulations and recommendations

### Contract Administration

- Schedule and conduct a pre-construction conference
- Attend a bi-weekly construction meeting (via Teams and in person)
- Attend an average of bi-weekly site visits over the construction process
  - Additional visits may be required during specific construction periods and no visits during periods of little or no work
  - Construction is estimated to be a total of approximately 4 months
  - Engineering trades will come out once for each discipline
- Review Contractor's shop drawings and submittals for products specified
  - Maximum of two reviews for each item
- Respond to Contractor's Requests for Information (RFI's)
- Issue Field Orders, Bulletins and Change Orders as required
- Review and process monthly Applications for Payment
- Perform a final site visit to observe the work and prepare punch-list(s)
- Conduct a final tour and obtain Stakeholder sign-off of the completed project

### Deliverables

- Approximately eight site visits
- Contractor submittal reviews
- Responses to RFI's
- Issue field orders, bulletins, and change orders (as required)
- Punchlist at the end of construction

### Post-Construction Services

- Complete project closeout procedures as outlined in the project manual including, but not limited to, the post Substantial Completion operations and performance meeting with the Owner.

## PROPOSED DESIGN TEAM

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### Architectural, Interior Design

#### Makovich & Pusti Architects, Inc. (MPA)

111 Front Street  
Berea, Ohio 44017

phone: (440) 891-8910  
email: drerko@mparc.com

Don Rerko, AIA, NCARB – Principal  
Michael Stirling, AIA, NCARB, LEED Green Associate – Program Project Manager  
Timothy R. Wagner, AIA NCARB MPE RBO – Project Manager/Project Architect

### Structural, Mechanical, Electrical, Plumbing, Technology, & Fire Protection

#### Osborn Engineering

1111 Superior Avenue Suite 2100  
Cleveland, Ohio 44114

Brian Kane, PE, LEED AP  
Director of Mechanical Engineering

phone: (216) 861-2020 x13033  
email: bkane@osborn-eng.com

## FEE PROPOSAL

Makovich & Pusti Architects, Inc. proposes to provide the above-listed services for a lump-sum fee of \$49,000 (Forty-Nine Thousand Dollars), plus reimbursable expenses

- The above fee included basic mechanical commissioning for the new AC unit - \$3,400 (included above)
  - Preparing pre-functional checklist
  - One site visit during construction for AC commissioning (other site visits will be per the Agreement)
  - Functional testing of new equipment
  - This does not include commissioning of any of the existing building
  - It does not include any LEED submissions or requirements

Reimbursable expenses shall be billed at 1.0 times direct cost, and shall include:

- Plotting and Printing
- Postage of Packages and Delivery Services
- Government Review Fees
- All mileage associated with project billed at current IRS rates

Reimbursable expenses are estimated to cost \$1,000. services performed during the preceding month  
Invoices will be issued on a monthly basis for time expended toward the fee, plus reimbursable expenses, incurred during the preceding month. Invoices are considered due upon receipt. in accordance with Section 11.9.2 of the modified B104 Agreement executed between the Owner and Architect.

## QUALIFICATIONS AND ASSUMPTIONS

The following qualifications and assumptions are being made:

- The terms and conditions of AIA document B104-2017 are included in this proposal by reference. modified
- The project will be prepared in one bid package.
- Our team shall have no responsibility for the identification, presence, handling, removal, or disposal of Hazardous Containing Materials (HCM) in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Owner shall inform our team of all known or suspected hazardous substances, materials or constituents that may be present at the site.
- Site environmental services or ecological services and associated permits including wetlands or streams is not included in this proposal and will be provided by the Owner.
- Any required Health Department review submissions and communications are the responsibility of the Owner. Owner shall provide Architect any, and all specific agency requirements, if any.
- This scope does not include any deconstructive testing or investigation. As such, MPA cannot confirm any systems or elements not clearly visible.
- This proposal does not include material testing of any kind.
- ~~Complete, hydraulically calculated fire protection system documents are not included in this proposal as they will be provided by the Fire Protection Contractor.~~
- This scope includes conduits and boxes for technology items. Any outside plant; voice, data, or video electronics, including phone systems, telephones, or LAN electronics; other electronic systems not specifically included such as intercom, public address, CATV, CCTV, security, access control and audio/video are not included in this proposal.

- Any other specialty cabling systems such as presentation and projection systems, control wiring, or any other system wiring are not included in this proposal. Empty conduits will be provided to the appropriate locations.
- All drawings will be transmitted to the Owner or printing company in electronic PDF format. Paper copies of the drawings, if required, will be obtained from a printer, and paid by the Owner.
- Any governmental fees other than the plans review are not included in this proposal

## ADDITIONAL SERVICES

Additional services will only be provided upon written authorization of Mayor Larry Antoskiewicz. The following services are not included in our design fee, but could be provided at an additional cost:

- Food service design of any kind as this will be provided by the foodservice consultant.
- ~~▪ It is assumed that all major utilities and central systems are adequate to support the project including heat, ventilation, sanitary, water, storm, natural gas that serve the existing building have sufficient capacity for the new additions and no extensions or service upgrades are required. Also, that the existing electrical utility service and associated distribution system has the capacity to accommodate the proposed renovations and does not require upgrades.~~
- A new AC unit will be provided in the base proposal as a Basic Service
- ~~▪ Additional design work required for the preparation of alternates, evaluation of contractor proposed substitutions, design time associated with Stakeholder initiated construction phase bulletins, fast track construction, multiple bid packages, or Services associated with any construction cost reduction (value engineering) proposals.~~
- Material testing of any kind (including geotechnical soil testing), and environmental investigations, or remediation are not included in our Scope of Work.
- Regular attendance of engineering consultants at construction job meetings
- Re-design time associated with <sup>material</sup>Stakeholder initiated changes after design is 50% complete not due to the design professional's breach, error, or omission
- Commissioning of any system including but not limited to the Mechanical, Plumbing or Electrical Systems (included as an alternate)
- Energy modeling of any systems
- Any USGBC LEED® certification, documentation, or LEED® requirements for the project
- Local utility company applications
- Record drawing revisions based on contractor "as-built" drawings are not included in the fee. Drawings will be revised to incorporate any addenda or bulletins to the project on an on-going basis.
- Physical building models
- ~~▪ Selection, specification, and bidding of furniture, furnishings, window treatments, artwork, signage, and plants~~

## OWNER PROVIDED DOCUMENTATION

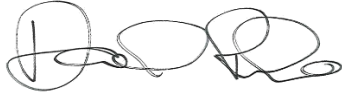
For the purposes of this project, the following information <sup>must</sup> be supplied by the Owner:

- Drawings of the existing building, including mechanical, electrical, plumbing, civil, and structural.

- A site boundary, topographic, and utility survey prepared by a licensed surveyor including property lines, topography and existing utilities and easements.
- Site environmental services or ecological services and associated permits including wetlands or streams is not included in this proposal.
- Hazardous Containing Materials assessment
- Owner's standard construction project manual and contract format
- A list of preferred contractors, vendors, materials, and/or equipment standards, if any

Thank you for the opportunity to submit this proposal. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald Rerko', with a stylized, cursive script.

Donald Rerko, AIA, NCARB

cc: Accounting

p:\cnr - city of north royalton\cnr-2023.01 - senior center renovation\01 accounting\proposals\prp01 cnr sr ctr 6-26-23.docx



## ~~AUTHORIZATION/AGREEMENT~~

I, \_\_\_\_\_, hereby state that I am authorized  
PRINT NAME & TITLE \*\*

by \_\_\_\_\_ to authorize Makovich & Pusti Architects, Inc. to  
PRINT NAME OF OWNER

proceed with the scope of work as stated in the attached proposal and agree to remit payments within <sup>30</sup>~~65~~ days of invoice dates. ~~By signing this authorization, I (we) take full responsibility for any and all charges made in this matter on my (our) behalf.~~

\_\_\_\_\_  
SIGNATURE/TITLE

\_\_\_\_\_  
DATE

\*\* Authorization must be completed by a person representing the entity responsible for payment.

\_\_\_\_\_ percent ( \_\_\_\_\_ %)

## Please Provide the Following Contact Information

Contact Person

\_\_\_\_\_

Phone Number

\_\_\_\_\_

Fax Number

\_\_\_\_\_

e-mail Address

\_\_\_\_\_

Billing Address

\_\_\_\_\_

\_\_\_\_\_

PO Number

\_\_\_\_\_

Exhibit B

Architect's Hourly Rates  
(to be attached)