

# NOVEMBER 2023

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

NORTH ROYALTON CITY COUNCIL  
A G E N D A  
NOVEMBER 8, 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: October 17, 2023
  - b. Authorize the Mayor and City Engineer to apply for a grant through EMA Hazard Mitigation Assistance for the Cross Creek Condominium Association stabilization project.
  - c. 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

FIRST READING CONSIDERATION

- \* 1. 23-124 - A RESOLUTION PROCLAIMING NOVEMBER 25, 2023 AS SMALL BUSINESS SATURDAY®.
- 2. 23-125 - A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF JOHN RANUCCI AS A MEMBER OF THE CITY OF NORTH ROYALTON PLANNING COMMISSION EFFECTIVE SEPTEMBER 30, 2023 NUNC PRO TUNC, AND DECLARING AN EMERGENCY.
- 3. 23-126 - A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF JAMES NOWAK AS A MEMBER OF THE CITY OF NORTH ROYALTON'S FAIR HOUSING REVIEW BOARD, AND DECLARING AN EMERGENCY.

4. **23-127** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 22-181 AS AMENDED BY ORDINANCES 23-04, 23-12, 23-23, 23-36, 23-47, 23-63, 23-82, 23-94, 23-110 AND 23-119 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
5. **23-128** - AN ORDINANCE FOR THE RECTIFICATION OF CERTAIN MINOR DEPOSITS AND PAYMENTS MISAPPLIED DURING PRIOR FISCAL YEARS AND DETERMINED BY THE FINANCE, ENGINEERING, AND BUILDING DEPARTMENTS TO HAVE BEEN MADE IN ERROR AND FOR THE CORRECTION THEREOF, AND DECLARING AN EMERGENCY.
6. **23-129** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE ROYALTON ROAD EROSION PROJECT, AND DECLARING AN EMERGENCY.
7. **23-130** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATION CODE, CHAPTER 230 MAYOR, BY CREATING A NEW SECTION 230.07 CHAPLAIN OF THE SAFETY FORCES, AND DECLARING AN EMERGENCY.
8. **23-131** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NINTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE, OHIO AND THE CITY OF NORTH ROYALTON, OHIO TO AMEND THE PROVISION RELATING TO PAYMENT FOR DISPATCH SERVICES, AND DECLARING AN EMERGENCY.
9. **23-132** - AN ORDINANCE AMENDING ORDINANCE 23-09 WHICH AUTHORIZED THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) AMBULANCE FOR AN AMOUNT NOT TO EXCEED \$349,400 FOR THE NORTH ROYALTON FIRE DEPARTMENT FROM THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR HORTON EMERGENCY VEHICLES, BY INCREASING THE NOT TO EXCEED COST BY AN ADDITIONAL \$8,927.00, AND DECLARING AN EMERGENCY.
10. **23-133** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2024 SUBARU ASCENT FOR THE NORTH ROYALTON POLICE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$38,266, VENDOR KEN GANLEY WESTSIDE IMPORTS, AND DECLARING AN EMERGENCY.
11. **23-134** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2024 SUBARU LEGACY FOR THE NORTH ROYALTON POLICE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$25,388, VENDOR KEN GANLEY WESTSIDE IMPORTS, AND DECLARING AN EMERGENCY.
12. **23-135** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE NORTH ROYALTON CITY SCHOOL DISTRICT FOR THE RENOVATION OF TENNIS COURTS, FENCING, AND TO ADD LIGHTING AND CURBING, LOCATED AT MEMORIAL PARK 14600 STATE ROAD, NORTH ROYALTON OHIO FOR AN AMOUNT NOT TO EXCEED \$750,000, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

RESOLUTION NO. 23-124

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

A RESOLUTION PROCLAIMING NOVEMBER 25, 2023 AS  
SMALL BUSINESS SATURDAY®

WHEREAS: The City of North Royalton celebrates our local small businesses and the contributions they make to our local economy and community; and

**WHEREAS:** According to the U.S. Small Business Administration, there are 33 million small businesses in the United States: small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62.7% of net new jobs created since 1995, and small businesses employ 46.4% of the employees in the private sector in the United States; and

WHEREAS: 68 cents of every dollar spent at a small business in the United States stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

WHEREAS: 72% of consumers reported that Small Business Saturday® 2022 made them want to shop and dine at small, independently-owned retailers and restaurants all year long; and

WHEREAS: The City of North Royalton supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS: Advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday®.

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

Section 1. The Mayor and Council of the City of North Royalton do hereby proclaim, November 25, 2023, as Small Business Saturday® and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday® and throughout the year.

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.

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

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

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

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

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

YEAS:

NAYS:

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF JOHN RANUCCI AS A MEMBER OF THE CITY OF NORTH ROYALTON PLANNING COMMISSION EFFECTIVE SEPTEMBER 30, 2023 NUNC PRO TUNC, AND DECLARING AN EMERGENCY

- WHEREAS: The Mayor has reappointed John Ranucci as a member of the City of North Royalton Planning Commission; 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 reappointment of John Ranucci as a member of the City of North Royalton Planning Commission effective September 30, 2023 nunc pro tunc.

Section 2. The term of said appointment shall expire on September 29, 2026.

Section 3. 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 4. 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 appointments.

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:

RESOLUTION NO. 23-126

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF JAMES NOWAK AS A MEMBER  
OF THE CITY OF NORTH ROYALTON'S FAIR HOUSING REVIEW BOARD,  
AND DECLARING AN EMERGENCY

WHEREAS: The Mayor has appointed James W. Nowak as a member of the City of North Royalton's Fair Housing Review Board; 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 James W. Nowak as a member of the City of North Royalton's Fair Housing Review Board effective November 8, 2023.

Section 2. The appointee shall serve until September 15, 2026 or until his or her successor is duly qualified and appointed; this appointee may be reappointed.

**Section 3.** 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 4.** 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 appointments.

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, 23-63, 23-82, 23-94, 23-110 AND 23-119 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, 23-63, 23-82, 23-94, 23-110 and 23-119 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		2,270,000.00	Operating
General Fund	NOPEC Grant Fund		15,100.00	Operating
General Fund	Accrued Balances Fund		100,000.00	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		865,000.00	Operating
General Fund	Storm Sewer and Drainage Fund		8,850.00	Operating
General Fund	Improvement Holding Fund		810.00	Operating
General Fund	Storm Sewer and Drainage Fund		223,000.00	Advance
General Fund	FEMA Fund		84,075.00	Advance
Law Enforcement Fund	General Fund		12,793.00	Operating
FEMA Fund	General Fund		84,075.00	Advance
				(Repayment)
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	General Fund		4,348.00	Operating
Improvement Holding Fund	Building Construction Bond Fund		5,000.00	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 11/08/2023 - Council Meeting**

1014110-41102	General Fund #101	Police	Personal Service	\$	(1,500)	<b>A</b>	\$	5,027,589	Offset - Contractual Service
1014110-42152	General Fund #101	Police	Contractual Service	\$	1,500	<b>A</b>	\$	403,988	Monies Requested for Training Expenditures
1014140-42207	General Fund #101	Fire	Contractual Service	\$	(10,000)	<b>B</b>	\$	397,700	Offset - Supply & Materials
1014140-42219	General Fund #101	Fire	Contractual Service	\$	(5,000)	<b>B</b>	\$	397,700	Offset - Supply & Materials
1014140-42247	General Fund #101	Fire	Contractual Service	\$	(5,000)	<b>B</b>	\$	397,700	Offset - Supply & Materials
1014140-43346	General Fund #101	Fire	Supply & Materials	\$	20,000	<b>B</b>	\$	172,700	Monies requested by Chief Chegan to Purchase Turnout Gear
1014320-42217	General Fund #101	Parks and Recreation	Contractual Service	\$	7,500	<b>C</b>	\$	174,600	Monies needed for Winterization of Splash Pad
1014795-43387	General Fund #101	General Government	Supply & Materials	\$	(7,500)	<b>C</b>	\$	274,250	Offset - Contractual Service - Parks & Recreation
1014795-49431	General Fund #101	General Government	Transfer-Out	\$	750,000	<b>D</b>	\$	5,566,810	Transfer to Rec Capital Improvement Fund #431 - Monies to be Used Towards Tennis Court Project (Expenditure Being Offset by Actual January to October 2023 Income tax Receipts)
1014795-49763	General Fund #101	General Government	Transfer-Out	\$	810	<b>E</b>	\$	5,566,810	Transfer to Improvement Holding Fund #763 (Will be presented as separate council authorization to process transfer).
1014795-49209	General Fund #101	General Government	Transfer-Out	\$	(50,000)	<b>F</b>	\$	5,566,810	Offset - Transfer needed for Rec Capital Improvement due to fund balance
1014795-49431	General Fund #101	General Government	Transfer-Out	\$	50,000	<b>F</b>	\$	5,566,810	Transfer needed for Rec Capital Improvement due to fund balance
2084110-44374	Law Enforcement Trust Fund #208	Police	Capital Outlay	\$	40,000	<b>G</b>	\$	61,700	Purchase Undercover vehicle for police officer assigned to HIDTA (HIDTA To partially reimburse purchase over three years) - Estimated Costs for Budget Amendment
2094140-41102	EMS Levy Fund #209	Fire	Personal Service	\$	(15,000)	<b>H</b>	\$	4,016,000	Offset - Contractual Services
2094140-42245	EMS Levy Fund #209	Fire	Contractual Services	\$	15,000	<b>H</b>	\$	97,150	Additional Monies Requested for Vehicle Maintenance Contractual Services Acct #2094140-42245 - Due to Additional Vehicle Repair Costs (Greater than Budget)
2114620-42213	SCMR Fund #211	SCMR	Contractual Services	\$	(16,300)	<b>I</b>	\$	122,250	Offset Capital
2114620-44382	SCMR Fund #211	SCMR	Capital Outlay	\$	16,300	<b>I</b>	\$	38,400	Purchase New Enclosed Concrete Trailer (Replace 2002 Cargo Pro Enclosed Trailer)
2114620-43327	SCMR Fund #211	SCMR	Supply & Materials	\$	(5,000)	<b>J</b>	\$	634,500	Offset Capital
2114620-44382	SCMR Fund #211	SCMR	Capital Outlay	\$	5,000	<b>J</b>	\$	38,400	Purchase New Scanner for Mechanics
4314320-44420	Rec Capital Improvement #431	Parks & Recreation	Capital Outlay	\$	750,000	<b>K</b>	\$	1,075,000	City Share of Monies for the Tennis Court Improvement Project (Including Upgraded Lighting)
4344140-42217	Fire Capital Improvement #434	Fire	Contractual Services	\$	5,000	<b>L</b>	\$	50,000	Monies needed for EMS Billing Fees (MediCount). Since EMS Receipts are greater than budgeted, fees are also increased. Offset of Revenue (EMS Billing Acct #4343-34111 based on Actual January to October 2023 Receipts), so net effect to Fire Capital Improvement Fund #434 will be zero.
7634795-49101	Improvement Holding Fund #763	General Government	Transfer Out	\$	4,348	<b>M</b>	\$	9,348	Transfer to General Fund #101 (Will be presented as separate council authorization to process transfer).
7634795-49600	Improvement Holding Fund #763	General Government	Transfer Out	\$	2,000	<b>N</b>	\$	9,348	Transfer to Building Construction Bond Fund #766 (Will be presented as separate council authorization to process transfer).

**City of North Royalton**  
**2023 Budget Amendment Detail - Proposed Budget Amendment 11/08/2023 - Council Meeting**

**Increase in Appropriations (Certificate of Estimated Resources)**

1013-31201	General Fund #101	Income Tax	\$	750,000	Increase Based on Actual January to October 2023 Receipts. Will be used to Offset Transfer from General Fund #101 to Rec Capital Improvement Fund (#431) for Tennis Court Project
1013-39131	General Fund #101	Transfer In	\$	4,348	Transfer from Improvement Holding Fund (#763) - Will be presented as separate council authorization to process transfer.
2093-39131	EMS Levy Fund #209	Transfer In	\$	(50,000)	Offset - Transfer needed for Rec Capital Improvement due to fund balance
4313-39131	Rec Capital Improvement Fund #431	Transfer In	\$	50,000	Transfer needed for Rec Capital Improvement due to fund balance
4313-39131	Rec Capital Improvement Fund #431	Transfer In	\$	750,000	Transfer In from General Fund #101 (Monies to be Used Toward Tennis Court Project)
4343-34111	Fire Capital Improvement #434	Fire/EMS Fees	\$	5,000	Increase based on Actual January to October 2023 Receipts. Will be used to offset Professional Services (MediCount) expenditures - Budget Increase - Net Zero (\$0.00) effect to the 2023 Budget.
7633-39131	Improvement Holding Fund #763	Transfer In	\$	810	Transfer from General Fund (#101) - Will be presented as separate council authorization to process transfer.
7663-39131	Building Construction Bond Fund #766	Transfer In	\$	2,000	Transfer from Improvement Holding Fund (#763) - Will be presented as separate council authorization to process transfer.

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	Amend #7 Ord #23-82 July 18, 2023	Amend #8 Ord #23-94 Sept. 5, 2023	Amend #9 Ord #23-110 Sept. 19, 2023	Amend #10 Ord #23-119 Oct. 17, 2023	Proposed Amendment Nov. 8, 2023	Total 2023 Appropriations
<b>GENERAL FUND</b>													
<b>POLICE DEPARTMENT</b>													
Personal Service	5,089,463.00						(25,000.00)	(21,374.00)	(14,000.00)			(1,500.00)	A 5,027,589.00
Contractual Services	358,038.00		12,000.00			2,200.00	5,250.00	25,000.00				1,500.00	A 403,988.00
Supply & Materials	249,720.00		(12,000.00)				(2,000.00)	4,709.00	14,000.00				254,429.00
Capital Outlay	30,000.00					(2,200.00)							27,800.00
Debt Service	147,000.00												147,000.00
Total Police Department	5,874,221.00	-	-	-	-	-	(21,750.00)	8,335.00	-	-	-	-	5,860,806.00
<b>ANIMAL CONTROL</b>													
Personal Service	180,620.00												180,620.00
Contractual Services	5,215.00					400.00							5,615.00
Supply & Materials	6,763.00					(400.00)							6,363.00
Capital Outlay	2,200.00												2,200.00
Total Animal Control Department	194,798.00	-	-	-	-	-	-	-	-	-	-	-	194,798.00
<b>FIRE DEPARTMENT</b>													
Personal Service	521,655.00												521,655.00
Contractual Services	420,200.00						(2,500.00)					(20,000.00)	B 397,700.00
Supply & Materials	152,700.00											20,000.00	B 172,700.00
Capital Outlay	8,000.00						2,500.00						10,500.00
Total Fire Department	1,102,555.00	-	-	-	-	-	-	-	-	-	-	-	1,102,555.00
<b>POLICE AND FIRE COMMUNICATIONS</b>													
Personal Service	489,980.00						14,000.00						503,980.00
Contractual Services	813,000.00												813,000.00
Supply & Materials	4,933.00												4,933.00
Capital Outlay	9,500.00												9,500.00
Total Police & Fire Comm	1,317,413.00	-	-	-	-	-	14,000.00	-	-	-	-	-	1,331,413.00
<b>STREET LIGHTING</b>													
Contractual Services	115,500.00					-	-	-	-	-	-	-	115,500.00
Total Street Lighting	115,500.00	-	-	-	-	-	-	-	-	-	-	-	115,500.00
<b>CEMETERY DEPARTMENT</b>													
Contractual Services	32,300.00			2,640.00									34,940.00
Supply & Materials	228,600.00								6,725.00				235,325.00
Capital Outlay	2,000.00												2,000.00
Total Cemetery Department	262,900.00	-	-	2,640.00	-	-	-	-	6,725.00	-	-	-	272,265.00
<b>PARKS &amp; RECREATION DEPARTMENT</b>													
Personal Service	686,365.00									45,000.00			731,365.00
Contractual Services	153,600.00								5,000.00		8,500.00	7,500.00	C 174,600.00
Supply & Materials	147,700.00					2,500.00			15,000.00				165,200.00
Capital Outlay	43,375.00		5,355.00		-	34,000.00	8,500.00		10,000.00				101,230.00
Total Parks & Recreation Department	1,031,040.00	-	5,355.00	-	-	36,500.00	8,500.00	-	30,000.00	45,000.00	8,500.00	7,500.00	1,172,395.00

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	Amend #7 Ord #23-82 July 18, 2023	Amend #8 Ord #23-94 Sept. 5, 2023	Amend #9 Ord #23-110 Sept. 19, 2023	Amend #10 Ord #23-119 Oct. 17, 2023	Proposed Amendment Nov. 8, 2023	Total 2023 Appropriations
<b>PLANNING COMMISSION</b>													
Personal Service	93,575.00									12,000.00			105,575.00
Contractual Services	14,600.00												14,600.00
Supply & Materials	1,000.00												1,000.00
Total Planning Commission	109,175.00	-	-	-	-	-	-	-	-	12,000.00	-	-	121,175.00
<b>BOARD OF ZONING</b>													
Personal Service	2,935.00												2,935.00
Contractual Services	3,500.00												3,500.00
Supply & Materials	1,200.00												1,200.00
Total Board of Zoning	7,635.00	-	-	-	-	-	-	-	-	-	-	-	7,635.00
<b>BUILDING DEPARTMENT</b>													
Personal Service	855,520.00						11,000.00						866,520.00
Contractual Services	90,100.00												90,100.00
Supply & Materials	17,500.00												17,500.00
Capital Outlay	18,500.00												18,500.00
Total Building Department	981,620.00	-	-	-	-	-	11,000.00	-	-	-	-	-	992,620.00
<b>COMMUNITY DEVELOPMENT</b>													
Personal Service	176,299.00												176,299.00
Contractual Services	100,900.00												100,900.00
Supply & Materials	3,750.00												3,750.00
Capital Outlay	-												-
Total Community Development	280,949.00	-	-	-	-	-	-	-	-	-	-	-	280,949.00
<b>RUBBISH COLLECTION</b>													
Contractual Services	1,850,000.00					-	-	-	-	-	-	-	1,850,000.00
Total Rubbish Collection	1,850,000.00	-	-	-	-	-	-	-	-	-	-	-	1,850,000.00
<b>SERVICE BUILDING AND GROUNDS</b>													
Contractual Services	88,100.00											-	88,100.00
Supply & Materials	33,000.00												33,000.00
Capital Outlay	35,000.00												35,000.00
Total Service Bldg. & Grounds	156,100.00	-	-	-	-	-	-	-	-	-	-	-	156,100.00
<b>MAYOR'S OFFICE</b>													
Personal Service	284,230.00												284,230.00
Contractual Services	35,000.00								10,000.00				45,000.00
Supply & Materials	2,600.00								500.00				3,100.00
Capital Outlay	3,500.00												3,500.00
Total Mayor's Office	325,330.00	-	-	-	-	-	-	-	10,500.00	-	-	-	335,830.00
<b>FINANCE DEPARTMENT</b>													
Personal Service	494,915.00						(14,500.00)						480,415.00
Contractual Services	134,120.00						14,500.00						148,620.00
Supply & Materials	2,150.00												2,150.00
Capital Outlay	10,500.00										(3,000.00)		7,500.00
Total Finance Department	641,685.00	-	-	-	-	-	-	-	-	-	(3,000.00)	-	638,685.00

CITY OF NORTH ROYALTON  
2023 Amending Budget Ordinance

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LEGAL ADMINISTRATION													
Personal Service	455,110.00								16,750.00				471,860.00
Contractual Services	143,300.00												143,300.00
Supply & Materials	10,000.00												10,000.00
Capital Outlay	6,500.00												6,500.00
Total Legal Administration	614,910.00	-	-	-	-	-	-	-	16,750.00	-	-	-	631,660.00
ENGINEERING DEPARTMENT													
Personal Service	102,890.00												102,890.00
Contractual Services	133,600.00				50,000.00								183,600.00
Supply & Materials	4,250.00							1,000.00					5,250.00
Capital Outlay	8,000.00							6,500.00					14,500.00
Total Engineering	248,740.00	-	-	-	50,000.00	-	-	7,500.00	-	-	-	-	306,240.00
LEGISLATIVE													
Personal Service	352,855.00												352,855.00
Contractual Services	89,430.00												89,430.00
Supply & Materials	13,500.00										(2,500.00)		11,000.00
Capital Outlay	2,500.00										2,500.00		5,000.00
Total Legislative Activity	458,285.00	-	-	-	-	-	-	-	-	-	-	-	458,285.00
MAYOR'S COURT													
Personal Service	218,965.00												218,965.00
Contractual Services	57,440.00												57,440.00
Supply & Materials	1,100.00												1,100.00
Total Mayor's Court	277,505.00	-	-	-	-	-	-	-	-	-	-	-	277,505.00
CIVIL SERVICE													
Personal Service	5,140.00												5,140.00
Contractual Services	22,300.00												22,300.00
Supply & Materials	100.00												100.00
Total Civil Service	27,540.00	-	-	-	-	-	-	-	-	-	-	-	27,540.00
CITY HALL BUILDING													
Personal Service	299,815.00		(5,355.00)				(8,500.00)	(7,500.00)					278,460.00
Contractual Services	190,550.00									12,500.00			203,050.00
Supply & Materials	23,350.00												23,350.00
Capital Outlay	35,000.00								45,000.00				80,000.00
Total City Hall Building	548,715.00	-	(5,355.00)	-	-	-	(8,500.00)	(7,500.00)	45,000.00	12,500.00	-	-	584,860.00
OTHER GENERAL GOVERNMENT													
Personal Services	7,500.00												7,500.00
Contractual Services	120,000.00												120,000.00
Supply & Materials	257,250.00	30,000.00									(5,500.00)	(7,500.00)	274,250.00
Transfers-Out	4,627,050.00		65,000.00						123,950.00			750,810.00	5,566,810.00
Advances-Out	-			223,000.00					79,650.00		4,425.00		307,075.00
Total - Other General Government	5,011,800.00	30,000.00	65,000.00	223,000.00	-	-	-	-	203,600.00	-	(1,075.00)	743,310.00	6,275,635.00
TOTAL - GENERAL FUND	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	312,575.00	69,500.00	4,425.00	750,810.00	22,994,451.00

CITY OF NORTH ROYALTON  
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<b>ENFORCEMENT AND EDUCATIONAL FUND #205</b>													
Personal Service	30,000.00												30,000.00
Supply & Materials	6,000.00												6,000.00
<b>Total Enforcement &amp; Education Fund</b>	<b>36,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>36,000.00</b>
<b>DRUG LAW ENFORCEMENT FUND #206</b>													
Supply & Materials	200.00												200.00
Capital Outlay	-				6,500.00								6,500.00
<b>Total Drug Law Enforcement Fund</b>	<b>200.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,500.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,700.00</b>
<b>POLICE FACILITY OPERATING FUND #207</b>													
Personal Service	1,128,900.00												1,128,900.00
Contractual Services	23,800.00	5,000.00											28,800.00
Supply & Materials	80,050.00												80,050.00
Capital Outlay	7,000.00												7,000.00
<b>Total Police Facility Operating Fund</b>	<b>1,239,750.00</b>	<b>5,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,244,750.00</b>
<b>LAW ENFORCEMENT TRUST FUND #208</b>													
Personal Service	-		15,000.00						15,000.00				30,000.00
Contractual Service	1,500.00			15,000.00						800.00			17,300.00
Supply & Materials	6,050.00												6,050.00
Capital Outlay	37,500.00			(15,000.00)						(800.00)		40,000.00	61,700.00
Transfer Out	-		12,793.00										12,793.00
<b>Total Law Enforcement Trust Fund</b>	<b>45,050.00</b>	<b>-</b>	<b>27,793.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,000.00</b>	<b>-</b>	<b>-</b>	<b>40,000.00</b>	<b>127,843.00</b>
<b>EMERGENCY MEDICAL SERVICE LEVY FUND #209</b>													
Personal Service	4,031,000.00											(15,000.00)	4,016,000.00
Contractual Services	78,150.00										4,000.00	15,000.00	97,150.00
Supply & Materials	50,500.00										(4,000.00)		46,500.00
<b>Total EMS Levy Fund</b>	<b>4,159,650.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,159,650.00</b>
<b>MOTOR VEHICLE LICENSE FUND #210</b>													
Street Repair	225,000.00												225,000.00
<b>Total Motor Vehicle License Fund</b>	<b>225,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>225,000.00</b>
<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								(80,000.00)				20,000.00
Capital Outlay	1,425,000.00				(500,000.00)			50,000.00	235,000.00				1,210,000.00
	1,525,000.00	-	-	-	(500,000.00)	-	-	50,000.00	155,000.00	-	-	-	1,230,000.00

CITY OF NORTH ROYALTON  
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Street Construction, Maintenance & Repair													
Personal Service	2,141,465.00								35,000.00				2,176,465.00
Contractual Services	138,550.00											(16,300.00) I	122,250.00
Supply & Materials	689,500.00							(50,000.00)				(5,000.00) J	634,500.00
Capital Outlay	10,000.00						7,100.00					21,300.00 I,J	38,400.00
Transfer Out	-												-
	2,979,515.00	-	-	-	-	-	7,100.00	(50,000.00)	35,000.00	-	-	-	2,971,615.00
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
<b>Total SCMR Fund #211</b>	<b>5,168,515.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(500,000.00)</b>	<b>-</b>	<b>7,100.00</b>	<b>-</b>	<b>190,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,865,615.00</b>
<b>STATE HIGHWAY FUND #212</b>													
Traffic Signals & Marking													
Contractual Services	25,000.00	-	-	-	-	-	-	-	-	-	-	-	25,000.00
Street Maintenance & Repair													
Operating Supplies	30,000.00	-	-	-	-	-	-	-	-	-	-	-	30,000.00
Snow & Ice Removal													
Supply & Materials	70,000.00	-	-	-	-	-	-	-	-	-	-	-	70,000.00
<b>Total State Highway Fund</b>	<b>125,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>125,000.00</b>
<b>CITY INCOME TAX FUND #213</b>													
Contractual Services	725,000.00	-	-	-	-	-	-	-	-	-	-	-	725,000.00
<b>Total City Income Tax Fund</b>	<b>725,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>725,000.00</b>
<b>POLICE LEVY FUND #215</b>													
Personal Services	1,030,000.00												1,030,000.00
Contractual Services	4,000.00									5,500.00			9,500.00
Supply & Materials	2,500.00												2,500.00
Capital Outlay	362,325.00									(5,500.00)			356,825.00
<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>-</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>-</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>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,000.00</b>

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<b>FEMA Grant Fund #218</b>													
Contractual Services	-								79,650.00		4,425.00		84,075.00
Advance Out	-								79,650.00		4,425.00		84,075.00
<b>Total FEMA Grant Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>159,300.00</b>	<b>-</b>	<b>8,850.00</b>	<b>-</b>	<b>168,150.00</b>
<b>OFFICE ON AGING FUND #219</b>													
Personal Services	85,720.00												85,720.00
Contractual Services	58,300.00								(35,000.00)				23,300.00
Supply & Materials	7,198.00								(3,000.00)				4,198.00
Capital Outlay	180,316.00								(175,500.00)				4,816.00
<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>(213,500.00)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>118,034.00</b>
<b>NOPEC GRANT FUND #221</b>													
Contractual Services	-												-
Capital Outlay	60,000.00					5,523.00			40,500.00				106,023.00
<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>40,500.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>106,023.00</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>-</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 Fu</b>	<b>7,950.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</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>-</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>-</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>-</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>-</b>	<b>-</b>	<b>-</b>	<b>-</b>



CITY OF NORTH ROYALTON  
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<b>ACCRUED BALANCES FUND #260</b>													
Personal Service	150,000.00				-				100,000.00				250,000.00
<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>100,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>250,000.00</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>-</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>-</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>-</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>-</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>-</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									750,000.00	1,075,000.00
<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>-</b>	<b>-</b>	<b>-</b>	<b>750,000.00</b>	<b>1,115,000.00</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>(500,000.00)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>209,837.00</b>
<b>STORM AND SEWER DRAINAGE FUND #433</b>													
Contractual Services	68,000.00			173,000.00					8,850.00				249,850.00
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>8,850.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>859,004.00</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	Amend #7 Ord #23-82 July 18, 2023	Amend #8 Ord #23-94 Sept. 5, 2023	Amend #9 Ord #23-110 Sept. 19, 2023	Amend #10 Ord #23-119 Oct. 17, 2023	Proposed Amendment Nov. 8, 2023	Total 2023 Appropriations
<b>FIRE CAPITAL IMPROVEMENT FUND #434</b>													
Contractual Service	-			45,000.00								5,000.00	L 50,000.00
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>-</b>	<b>-</b>	<b>-</b>	<b>5,000.00</b>	<b>818,388.00</b>
<b>YMCA CAPITAL RESERVE FUND #437</b>													
Contractual Services	34,000.00												34,000.00
Capital Outlay	30,000.00												30,000.00
<b>Total YMCA Capital Imp Fund</b>	<b>64,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>64,000.00</b>
<b>EXCESSIVE LOAD FUND #444</b>													
Contractual Services	-												-
Capital Outlay	-			-									-
<b>Total Wallings Road Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>WATER MAIN FUND #445</b>													
Contractual Services	15,000.00												15,000.00
Operating Supplies	-												-
Capital Outlay	-												-
<b>Total Water Main Fund</b>	<b>15,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,000.00</b>
<b>YMCA CAPITAL IMPROVEMENT FUND #449</b>													
Contractual Services	-				-	-	-	-	-	-	-	-	-
<b>Total YMCA Capital Imp Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>ISSUE 1 - SPRAGUE ROAD FUND #451</b>													
Transfer Out	17,887.00												17,887.00
<b>Total Issue 1 - Sprague Rd. Fund</b>	<b>17,887.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>17,887.00</b>
<b>TRADITIONS AT ROYALTON PLACE TIF #465</b>													
Capital Outlay	250,000.00		126,215.00				200,000.00						576,215.00
<b>Total Traditions at Royalton Place TIF#4</b>	<b>250,000.00</b>	<b>-</b>	<b>126,215.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>200,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>576,215.00</b>
<b>OMNI SLF North Royalton LLC TIF #466</b>													
Capital Outlay	250,000.00										(250,000.00)		-
<b>Total OMNI SLF North Royalton LLC TIF</b>	<b>250,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(250,000.00)</b>	<b>-</b>	<b>-</b>

CITY OF NORTH ROYALTON  
2023 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Amend #2 Ord #23-12 February 7, 2023	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	Amend #7 Ord #23-82 July 18, 2023	Amend #8 Ord #23-94 Sept. 5, 2023	Amend #9 Ord #23-110 Sept. 19, 2023	Amend #10 Ord #23-119 Oct. 17, 2023	Proposed Amendment Nov. 8, 2023	Total 2023 Appropriations
<b>WASTEWATER TREATMENT FUND #551</b>													
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
<b>WASTEWATER MAINTENANCE FUND #552</b>													
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
<b>WASTEWATER DEBT SERVICE FUND #553</b>													
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
<b>WASTEWATER REPAIR AND REPLACEMENT FUND #555</b>													
Capital Outlay	505,000.00												505,000.00
Transfers-Out	-	-											-
Total WW Repair & Replacem't	505,000.00	-	-	-	-	-	-	-	-	-	-	-	505,000.00
<b>OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710</b>													
Personal Services	-												-
Contractual Service	-												-
Other Operating	-												-
Transfer-Out	-												-
Total OGBC Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>IMPROVEMENT HOLDING FUND #763</b>													
Contractual Service							10,000.00						10,000.00
Refunds	85,000.00								160,235.00				245,235.00
Transfer Out							3,000.00					6,348.00 M,N	9,348.00
Total Improvement Holding Fund	85,000.00	-	-	-	-	-	13,000.00	-	160,235.00	-	-	6,348.00	264,583.00

CITY OF NORTH ROYALTON  
2023 Amending Budget Ordinance

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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	272,960.00	69,500.00	(236,725.00)	1,552,158.00	55,741,946.00

AN ORDINANCE FOR THE RECTIFICATION OF CERTAIN MINOR DEPOSITS AND PAYMENTS MISAPPLIED DURING PRIOR FISCAL YEARS AND DETERMINED BY THE FINANCE, ENGINEERING, AND BUILDING DEPARTMENTS TO HAVE BEEN MADE IN ERROR AND FOR THE CORRECTION THEREOF, AND DECLARING AN EMERGENCY

WHEREAS: It is the obligation of the members of the Finance Department to reconcile amounts collected for deposits in all funds. During an internal audit, it was determined that deposits in the Improvement Holding Fund (#763) and related expenses were not properly processed by the Building and Engineering Departments for the escrow funds; and

WHEREAS: The internal audit of transactions in the Improvement Holding Fund (#763) has discovered that twelve (12) monetary payments for engineering review fees for lot splits/consolidations from various contractors in the amounts of \$180.00, \$180.00, \$225.00, \$450.00, \$312.50, \$450.00, \$450.00, \$300.00, \$300.00, \$500.00, \$500.00 and \$500.00, totaling \$4,347.50, were paid incorrectly from the General Fund (#101) instead of the Improvement Holding Fund (#763), and even though the amounts appear to be immaterial, the amounts should be corrected for purposes of record; and

WHEREAS: The internal audit of transactions in the Improvement Holding Fund (#763) has discovered three (3) monetary deposits of funds from various contractors or property owners in the amounts of \$9.90, \$750.00, and \$50.00, totaling \$809.90, were deposited incorrectly to the General Fund (#101) instead of the Improvement Holding Fund (#763), and even though the amounts appear to be immaterial, the amounts should be corrected for purposes of record; and

WHEREAS: The internal audit of transactions in the Improvement Holding Fund (#763) unveiled the initial deposit of \$2,000.00 was submitted to the Finance Department by the Building Department to be deposited into the Improvement Holding Fund (#763), and should have been deposited to the Building Construction Bond Fund (#766). Even though the appropriate amount was recorded, the deposit should be corrected for purposes of record to the correct fund; and

WHEREAS: The Finance Director desires to see that the record accurately reflects the correct state of affairs and that Council authorize the rectification; and

WHEREAS: Council desires to authorize this corrective measure.

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

Section 1. The Finance Director is authorized and directed to recognize the following deposits as having been made incorrectly and is directed to correctly apply those deposits as set forth herein:

- + \$ 4,347.50 – Acct #1013-39131 – Transfer-In
- - (\$ 4,347.50) – Acct#7634795-49101 – Transfer-Out—General Fund
- 
- + \$ 809.90 - Acct#7633-39131 – Transfer-In
- - (\$ 809.90) - Acct#1014795-49763 – Transfer-Out – Improvement Holding Fund
- 
- + \$2,000.00 – Acct #7663-39131 – Transfer-in
- - (\$2,000.00) - Acct#7634795-49600 --Transfer-Out – Building Construction Bond Fund

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 see that the record accurately reflects the correct state of affairs and that Council authorize the rectification.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

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

YEAS:

NAYS:



# City of North Royalton

Mayor, Larry Antoskiewicz

## Finance Department

14600 State Road • North Royalton, OH 44133

Email: [financedep@northroyalton.org](mailto:financedep@northroyalton.org)

Phone: 440-582-6234

Fax: 440-237-0470

**Jenny Esarey**  
Director of Finance

Date: October 27, 2023  
To: Mayor Antoskiewicz and Members of City Council  
From: Jenny Esarey, Finance Director  
Re: Request Transfer of Funds

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While reviewing the activity in the Improvement Holding Fund (#763), we noted twelve (12) instances where deposits collected for engineering reviews for lot consolidations and/or lot splits were appropriately deposited in the Improvement Holding Fund (#763), but the engineering review fees (Bowen and CT Consultants) were improperly processed (expended) from the General Fund (#101). The engineering review fees processed incorrectly from the General Fund (#101) totaled \$4,347.50 and are detailed as follows:

- 09/13/2018 - \$180.00 – Richard Bowen & Assoc.
- 12/13/2018 - \$180.00 – Richard Bowen & Assoc.
- 11/10/2021 - \$225.00 – CT Consultants
- 05/12/2022 - \$450.00 – CT Consultants
- 05/12/2022 - \$312.50 – CT Consultants
- 07/14/2022 - \$450.00 – CT Consultants
- 07/14/2022 - \$450.00 – CT Consultants
- 07/14/2022 - \$300.00 – CT Consultants
- 07/14/2022 - \$300.00 – CT Consultants
- 11/03/2022 - \$500.00 – CT Consultants
- 11/03/2022 - \$500.00 – CT Consultants
- 11/03/2022 - \$500.00 – CT Consultants
  - Paid from Acct # 1014740-42217 (General Fund #101 – Professional Services/Consultants)

The above expenses were paid from the General Fund (#101) Engineering Department Professional Services/Consultants line item (Acct #1014740-42217), but they should have been processed from the Improvement Holding Fund (#763) Professional Services/Consultants Acct #7634795-42217.

Since the calendar years affected by these expenditures are prior to 2023, these corrections require City Council legislative approval as the monies need to be moved from the Improvement Holding Fund (#763) to the General Fund (#101) to re-pay the General Fund (#101).

***I am presenting the following fund transfer be authorized by City Council to correct the error of the twelve (12) engineering expense payments identified above to ensure the fund balances are accurate:***

- + \$4,347.50 -- Acct # 1013-39131 -- **Transfer In**
- – (\$4,347.50) -- Acct # 7634795-49101 – **Transfer Out – General Fund**

The Finance Department has worked with the Engineering Department to ensure all transactions are processed properly moving forward.

During the same internal review, the finance department uncovered instances where a few deposits for engineering reviews for lot consolidations and/or lot splits were deposited into the General Fund (#101) instead of the Improvement Holding Fund (#763) in error.

The engineering expenses, title company expenses, and deposit refunds were properly processed from the Improvement Holding Fund (#763), but, as indicated above, the amounts collected were improperly deposited into the General Fund (#101). Following are details of the amounts improperly deposited into the General Fund (#101) totaling \$809.90:

- 11/26/2019 - \$9.90 – Ventura
  - Deposited to Acct # 1013-34104 (General Fund – Engineering Fees)
- 08/07/2020 - \$750.00 – Neuendorf
  - Deposited to Account # 1013-34104 (General Fund – Engineering Fees)
- 03/30/2021 - \$50.00 – Vallier Property
  - Deposited to Acct # 1013-34104 (General Fund – Engineering Fees)

Since the calendar years affected for these deposits are prior to 2023, these corrections require City Council legislative approval as the monies need to be move from the General Fund (#101) to the Improvement Holding Fund (#763).

***I am presenting the following fund transfer be authorized by City Council to correct the error of the deposit receipts identified above to ensure the fund balances are accurate:***

- **+ \$809.90 – Acct # 7633-39131 – Transfer In**
- **- (\$809.90) – Acct # 1014795-49763 – Transfer Out – Improvement Holding Fund #763**

Finally, during our internal reconciliation of the Improvement Holding Fund (#763), we observed a deposit for \$1,000.00 for residential bonds and a deposit for \$1,000.00 for street cash bonds on 3/16/2021. The description for the residential and street bonds indicated the deposit should have been deposited in the Building Construction Bond Fund (#766), but the account number provided by the Building Department for deposit incorrectly had an account number in the Improvement Holding Fund (#763). Please note that the bonds were refunded in 2022 from the Building Construction Bond Fund (#766).

***To ensure that the Building Construction Bond Fund (#766) has the correct balance, I am also presenting the following fund transfer be authorized by City Council to correct the error of the two (2) construction bond deposits identified above:***

- **+ \$2,000.00 -- Acct # 7663-39131 – Transfer-In**
- **-( \$2,000.00) -- Acct #7634795-49600 – Transfer Out – Bldg. Construction Bond**

Please feel free to contact me with any questions, or if you would like to discuss further.

Thank you,  
Jenny



ORDINANCE NO. 23-129

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE ROYALTON ROAD EROSION PROJECT, AND DECLARING AN EMERGENCY

WHEREAS: The District, as a component of implementing a regional stormwater management program, manages a financial account termed the “Community Cost-Share Account” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS: The purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS: The Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

**WHEREAS:** The District supports the Community Cost-Share Royalton Road Erosion project (the “Project”) as a Community Cost-Share project proposed by the City; and

WHEREAS: Council desires to provide for this authorization.

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 Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District for the Royalton Road Erosion project pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit 1 and incorporated as if fully rewritten.

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

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District to attempt to remedy the conditions there existing.

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:

**COMMUNITY COST-SHARE AGREEMENT  
BY AND BETWEEN  
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
CITY OF NORTH ROYALTON**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and City of North Royalton (City) acting pursuant to Ordinance/Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 20\_\_\_\_ (Exhibit “B”).

**Recitals**

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share Royalton Road Erosion project (the “Project”) as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

**Article 1.0    City Obligations**

- 1.1    The City agrees to perform as follows:
  - 1.1.1    Complete work as detailed in the District approved Community Cost-Share application. (Exhibit “C”)
  - 1.1.2    Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, in accordance with the *Community Cost-Share Program Policy*.
  - 1.1.3    Notify the City’s Watershed Team Leader at least 7 business days prior to the start of the Project.

- 1.1.4 Meet with District staff when requested to review the Project status.
- 1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and City for the Project.
- 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
- 1.1.7 If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City Community Cost-Share Account.
- 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

*This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS D) Community Cost-Share Program in coordination with City, under the provisions of the NEORS D Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS D review and may not necessarily reflect the views of NEORS D, and no official endorsement should be inferred.*
- 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
- 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

## **Article 2.0**    **District's Obligations**

2.1     The District agrees to perform as follows:

- 2.1.1    Allocate \$9,250.00 to the City for the Project from the City's Community Cost-Share Account.
- 2.1.2    Provide reimbursement of funds up to \$9,250.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
- 2.1.3    Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
- 2.1.4    Acknowledge the City in presentations or publications related to the Project.

2.2     The District is not liable for any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses of any nature, kind or description, that result from and to the extents caused by the acts or omissions of the City, the design professional, and the contractor, including all of their officers, owners, principals, subcontractors, employees, and agents. The District is not responsible for the accuracy, correctness and reliability of the plans as it is not reviewing or approving any plans as to suitability of the design/fitness for a particular purpose.

## **Article 3.0**    **Dispute Resolution**

- 3.1     The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.2     The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

<b>District Representative</b>	<b>City Representative</b>
Watershed Team Leader	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

<b>District Representative</b>	<b>City Representative</b>
Director of Watershed Programs	Mayor

- 3.3     If the Parties remain unable to resolve the dispute within an additional ten (10) working

days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

- 3.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

#### **Article 4**      **Remedies**

- 4.1 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

#### **Article 5**      **Counterpart Signatures**

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

#### **Article 6**      **Governing Law**

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

#### **Article 7**      **Disclaimer of Joint Venture**

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

#### **Article 8**      **Authority to Execute**

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

**Article 9**      **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit “A” – District Resolution

Exhibit “B” – City Ordinance/Resolution

Exhibit “C” – District-Approved Community Cost Share Application

[signatures on the following page]

The parties have executed this Agreement on the day and year first above written.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

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

AND

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

**CITY OF NORTH ROYALTON**

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

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

The Legal Form and Correctness of this  
Instrument is hereby Approved:

**CITY OF NORTH ROYALTON**

\_\_\_\_\_  
Assistant/Director of Law

This Instrument Prepared By:

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

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

***[FOR NEORS D USE]***

## AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

COMMUNITY COST-SHARE PROJECT:  
ROYALTON ROAD EROSION PROJECT

---

Total Approximate Cost:                      \$9,250.00

---

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

---

ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

---

Date

## CERTIFICATION

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

---

KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

---

Date

**Budget Center 8100**



# EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT  
RESOLUTION NO. 114-13

-----  
Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.  
-----

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

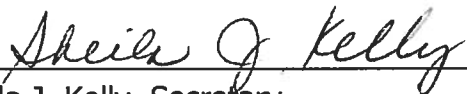
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.

  
\_\_\_\_\_  
Sheila J. Kelly, Secretary  
Board of Trustees  
Northeast Ohio Regional Sewer District

# EXHIBIT B

(Insert Member Community  
Ordinance/Resolution)

# EXHIBIT C



## **Community Cost-Share Program APPLICATION**

### **Member Community Information**

Community: \_\_\_\_\_

Primary Project Contact: \_\_\_\_\_  
(Name & Title)

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

### **Project Information**

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

Address or Location of Project: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project End Date: \_\_\_\_\_

Community Cost-Share Fund Request: \_\_\_\_\_

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



## **Project Narrative**

### **1) Project Summary (1,000 word maximum)**

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.





**2) Ability to Provide Long Term Maintenance (500 word maximum)**

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).



*Community Cost-Share Program  
Application*

3) **Visibility and Public Outreach:** (500 word maximum)

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?



*Community Cost-Share Program  
Application*

4) **Budget Summary** (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.



*Community Cost-Share Program  
Application*

**Vendor Registration**

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing [http://www.neorsd.org/isupplier\\_homepage.php](http://www.neorsd.org/isupplier_homepage.php) and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

**Project Budget**

<b>Project Expenses</b>	<b>Community Cost-Share Expense</b>	<b>Line Item Description</b>
Professional Services		
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials		
Other		
<b>TOTAL</b>	\$	



May 15, 2023

Mayor Larry Antoskiewicz  
City of North Royalton  
14600 State Road  
North Royalton, Ohio 44133

Re: Royalton Road Erosion Project Funding

Dear Mayor Antoskiewicz:

CT Consultants, Inc. (CT) is pleased to submit for your review our proposal for professional engineering services for the above referenced project.

## Project Understanding

The goal of this project is to submit an application to secure funding for the erosion problem that is occurring on the south side of Royalton Road just east of North Akins Boulevard. A project description can be found in the attached NEORS technical memo. We will attempt to secure funding through the FEMA Hazard Mitigation Grant Program (HMGP).

## Scope of Services

1. Complete and submit the FEMA Hazard Mitigation Grant Program (HMGP) documents to the Ohio Emergency Management Agency.

## Fees and Billing

CT will accomplish the Scope of Services for the fee of \$9,250.

The above fee is subject to adjustment for changes in scope requested by the city and is not to be exceeded without further authorization. Any change from the proposed scope of services will require a change in authorized fee, whether such change increases or decreases the total proposed fee. Above fees do not include permitting fees payable to reviewing agencies. This work will be completed utilizing the terms and conditions already on file with the city.

Invoices will be submitted monthly based on hours of work completed. Invoices are due and payable within 30 days after receipt.

If you desire us to proceed with the aforementioned work, please sign and return this proposal and have a purchase order created. Fees and times stated in this agreement are valid for 60 days from the date of this proposal.

Should you have any questions or require additional information please contact me.



May 15, 2023  
Mayor Larry Antoskiewicz  
Page | 2

Respectfully,

CT CONSULTANTS, INC

Justin R. Haselton, P.E., CPESC, LEED AP  
City Engineer

---

City of North Royalton

TO: Donna Friedman

DATE: July 8, 2021

FROM: Paul Kovalcik  
Stormwater Projects Specialist

RE: Local Inspection  
8701 - 9033 Royalton Road, North  
Royalton

### **Inspection Notes:**

The City of North Royalton requested a site visit from Northeast Ohio Regional Sewer District (District), Watershed Programs to inspect ongoing erosion along a local tributary to the East Branch of the Rocky River spanning addresses 8701 through 9033 Royalton Road. The stream exits driveway culvert and concrete channel and immediately drops over eight feet into a large scour pool west of 8701 Royalton Road.

From this point downstream past 9033 Royalton Road, gully and bank erosion are impacting private property (Photo 1). The erosion is very near one home, reduces the amount of usable lawn space on the properties, has destabilized one footbridge, and is a safety concern to the residents. The City (and residents) seek assistance with either diagnosing the problem and/or with recommendations for solutions.



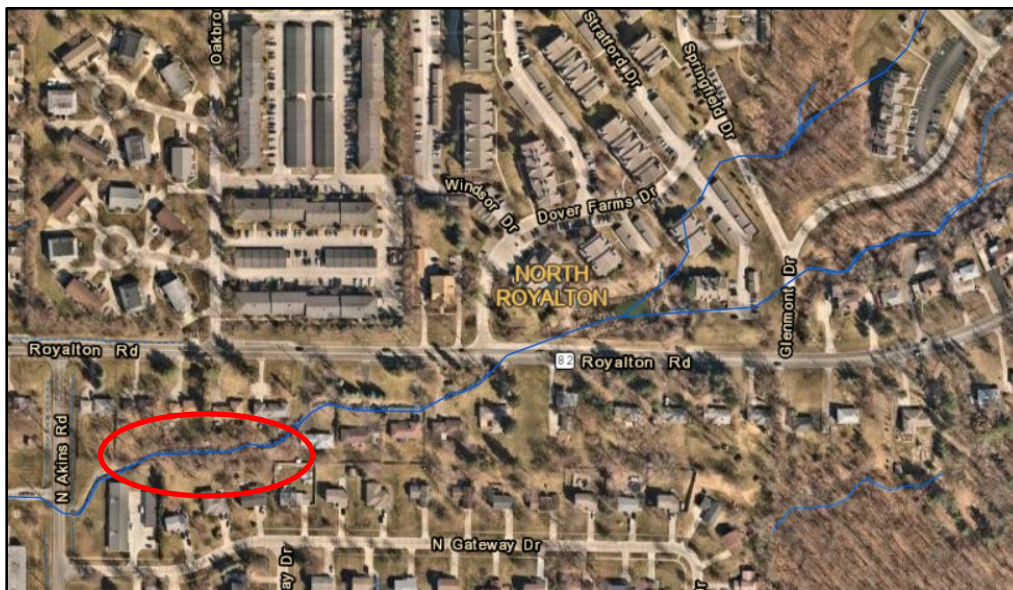
*Photo 1 Bank erosion adjacent to the home at 8701 Royalton Road.*



The erosion area spans approximately 355 feet of a headwater tributary to the East Branch of the Rocky River and is mostly “sandwiched” between residential properties and homes. A review of historic aerial imagery (Photo 2) indicates that the general alignment of the stream has not changed significantly since 1951. Since that time, the landscape has changed from a mix of agricultural land and forest to being completely built out by 2021, with homes adjacent to the channel, and development of apartment communities in the upper watershed (Photo 3). This has added impervious surface and changed the hydrology, local hydraulics, and sediment transport regime in the stream.



*Photo 2 Aerial image from 1951 showing the stream flowing NE to SW along Royalton Road. Erosion area within red circle.*



*Photo 3 Aerial image from April 2021 of the same location*



The stream in this area has downcut several feet and is beginning to widen and set up a new meander pattern to accommodate the change in the flow regime. This is known as Stage IV of the channel evolution model, degradation and widening (Figure 1). If left alone, the channel would eventually find an equilibrium with a new stable channel at a lower elevation (Figure 1, Stage VI), but the complete adjustment could take decades, and would result in considerable damage to private property and excessive sediment loading downstream.

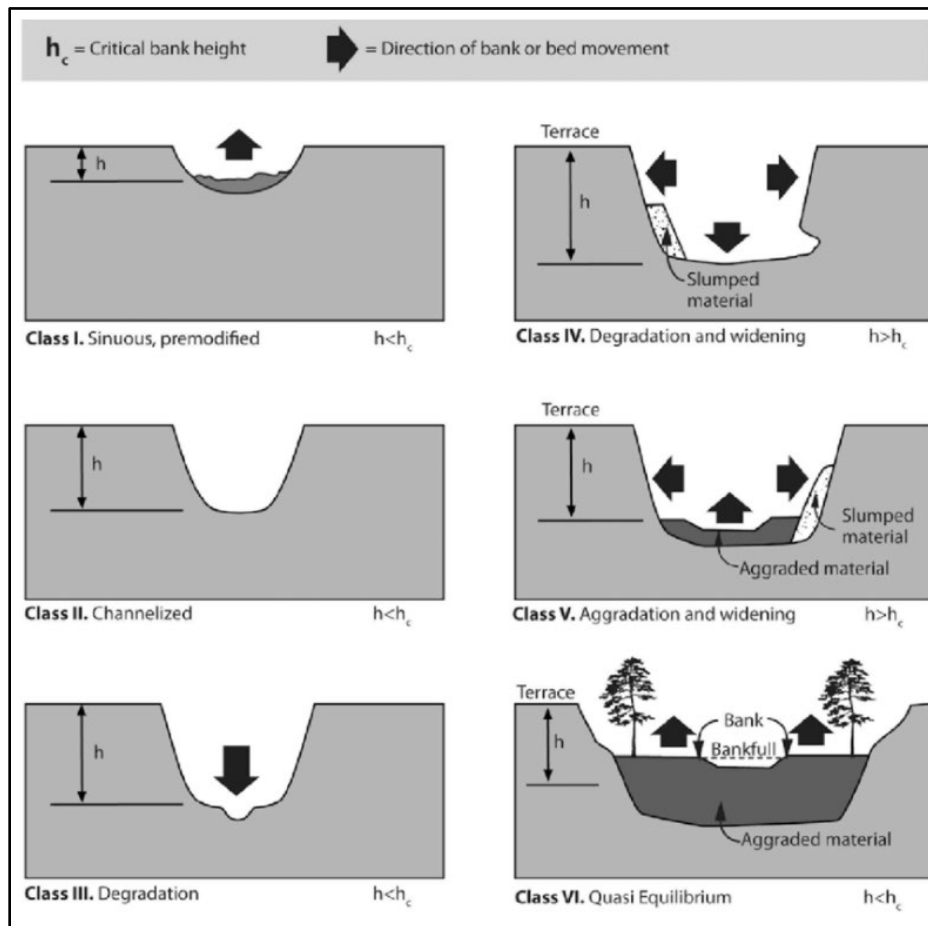


Figure 1 Incised channel evolution model (Simon et.al.)

## Recommendations:

It is the understanding of the District that the City does not want to purchase any properties to eliminate the threat of erosion. Although the stream is constrained between homes it could be stabilized in place to arrest the erosion and reduce the potential future impact on private property. A more detailed look at the erosion area indicates that the properties along Royalton Road span a section of the channel that is already overwide from the bank erosion. A natural channel design approach to stabilizing this channel would be to accelerate the channel evolution process by reconstructing the channel at Stage VI, quasi equilibrium (Figure 2). The resulting channel slope would be approximately 3.5%. With this gradient it may be necessary to line the channel with

riprap and install several rock grade control structures (step/pools) to reduce stream energy and stabilize the streambed in place. The project may also include following design and construction elements (Figure 2).

1. Slightly elevating the channel bottom with a combination of imported and on-site fill to reduce the grading to the top of the slope.
2. Constructing imbricated riprap outfall protection immediately downstream from 8701 Royalton Road (Photo 4) with a stabilized scour pool downstream from the existing drop.
3. Constructing a smaller, active bankfull channel slightly farther to the south of the existing channel.
4. Bank grading and riparian planting along more of the south stream bank to allow for some sloped fill and limited grading along the north streambank.
5. In-stream grade controls (step/pools or rock cascades) to stabilize the channel and reduce stream energy.



*Figure 2 Potential stabilization improvements along the stream channel.*





*Photo 4 Example of imbricated riprap outfall protection constructed in Brooklyn, Ohio.*

#### **Access and Staging:**

Access and staging for the work is limited. It appears that the site could be accessed from a rental property to the west, at 8396 N. Akins Road (Figure 3). This access would need to be verified during a future pre-design phase and easements would need to be assigned prior to construction.



*Figure 3 Potential site access and staging.*

**Project Cost:**

Given the difficult access and staging, limited workspace, and the need to armor the channel, the construction cost per linear foot will be relatively high for such a small stream. Without a detailed estimation of quantities, a reasonable range might be \$600 to \$1,000 per linear foot of channel (\$213,000 to \$355,000). This estimate does not include engineering costs or the cost of any necessary property easements or acquisition for the project.

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATION CODE, CHAPTER 230 MAYOR, BY CREATING A NEW SECTION 230.07 CHAPLAIN OF THE SAFETY FORCES, AND DECLARING AN EMERGENCY

WHEREAS: The city safety forces, in the course of their duties encounter incidents that involve great and terrible trauma, emotionally charged circumstances, and other experiences that challenge their individual psychological health and welfare; and

WHEREAS: The services of men and women designated as “chaplain” to offer comfort, counsel and a willing listener have historically proven to be of great and lasting value to those in need of such solace; and

WHEREAS: The Mayor and the Chiefs of Fire and Police recommend the creation of the volunteer position of Chaplain of the Safety Forces; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part 2 Administration Code, Chapter 230 Mayor, by creating a new Section 230.07 Chaplain of the Safety Forces; and

WHEREAS: Council desires to provide for this amendment.

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

Section 1. Part 2 Administration Code, Chapter 230 Mayor, by creating a new Section 230.07 Chaplain of the Safety Forces which shall hereinafter read as follows:

***230.07 CHAPLAIN OF THE SAFETY FORCES***

***(a) There is hereby established the position of Chaplain of the Safety Forces. Such positions shall be filled by appointment by the Mayor.***

***(b) There shall be no compensation paid to the volunteer who fills this position.***

***(c) The duties of the Chaplain shall be such duties as directed by the Mayor.***

Section 2. Chapter 230 of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other provisions of Chapter 230 shall remain in full force and effect.

Section 3. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

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 Council has determined that it is immediately necessary to provide for the psychological support and well-being of the city safety forces.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

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

YEAS:

NAYS:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NINTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE, OHIO AND THE CITY OF NORTH ROYALTON, OHIO TO AMEND THE PROVISION RELATING TO PAYMENT FOR DISPATCH SERVICES, AND DECLARING AN EMERGENCY

WHEREAS: Through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS: Through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS: On February 11, 2014, Strongsville and North Royalton entered into an Agreement for Public Safety Dispatch Services, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the North Royalton Police Department and the North Royalton Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS: At that time, North Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS: Thereafter on September 16, 2014, the parties entered into an Amendment to Agreement providing for an adjustment to the provision for payment based upon the first year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2014-176; and

WHEREAS: Thereafter on February 23, 2016, the parties entered into a Second Amendment to Agreement providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-023; and

WHEREAS: Additionally, thereafter on March 21, 2017, the parties entered into a Third Amendment to Agreement providing for an adjustment to the provision for payment based upon three (3) years of operation and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-044; and

WHEREAS: Additionally, thereafter on March 5, 2018, the parties entered into a Fourth Amendment to Agreement providing for an adjustment to the provision for payment based upon four years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2018-025; and

WHEREAS: For the year 2019, there was no adjustment to the amount paid by North Royalton, from the rate of pay set forth in the Fourth Amendment to Agreement between the parties; and

WHEREAS: However, for the year 2020, the parties entered into a Fifth Amendment to Agreement providing for an adjustment to the provision for payment based upon six (6) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-009; and

WHEREAS: For the year 2021, the parties entered into a Sixth Amendment to Agreement providing for an adjustment to the provision for payment based upon seven (7) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-029; and

WHEREAS: For the year 2022, the parties entered into a Seventh Amendment to Agreement providing for an adjustment to the provision for payment based upon eight (8) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-144; and

NAYS:



**NINTH AMENDMENT TO AGREEMENT  
FOR PUBLIC SAFETY DISPATCH SERVICES  
BETWEEN  
THE CITY OF STRONGSVILLE, OHIO AND  
THE CITY OF NORTH ROYALTON, OHIO**

**THIS NINTH AMENDMENT TO AGREEMENT** made at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as “Strongsville”, and the **CITY OF NORTH ROYALTON**, Ohio, hereinafter designated as “Royalton”.

**WITNESSETH:**

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Royalton Police Department and the Royalton Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville’s provision of such Dispatch Services; and

WHEREAS, thereafter on September 16, 2014, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2014-176; and

WHEREAS, thereafter on February 23, 2016, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-023; and

WHEREAS, additionally, thereafter on March 21, 2017, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon three (3) years of operation and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-044; and

WHEREAS, additionally, thereafter on March 5, 2018, the parties entered into a *Fourth Amendment to Agreement* providing for an adjustment to the provision for payment based upon four years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2018-025; and

WHEREAS, for the year 2019, there was no adjustment to the amount paid by North Royalton, from the rate of pay set forth in the Fourth Amendment To Agreement between the parties; and

WHEREAS, however, for the year 2020, the parties entered into a *Fifth Amendment to Agreement* providing for an adjustment to the provision for payment based upon six (6) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-009; and

WHEREAS, for the year 2021, the parties entered into a *Sixth Amendment to Agreement* providing for an adjustment to the provision for payment based upon seven (7) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-029; and

WHEREAS, for the year 2022, the parties entered into a *Seventh Amendment to Agreement* providing for an adjustment to the provision for payment based upon eight (8) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-144; and

WHEREAS, for the year 2023, the parties entered into an *Eighth Amendment to Agreement* providing for an adjustment to the provision for payment based upon nine (9) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2023-003; and

WHEREAS, now based upon ten (10) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, it is agreed as follows:

1. Article I(E) of the Agreement be and is hereby amended to read in part as follows:

\* \* \*

“E. Payment for Dispatch Services: Royalton, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty Thousand Dollars (\$40,000.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total annual fee of Four Hundred Eighty Thousand Dollars (\$480,000.00) for the first year of operation. For the second year of operation, namely January 1, 2015 through December 31, 2015, Royalton will pay

Strongsville at a reduced rate of Thirty-eight Thousand Dollars (\$38,000.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total of Four Hundred Fifty-Six Thousand Dollars (\$456,000.00) for such second year of operation. For the period of operation from January 1, 2016 through February 29, 2016, Royalton will pay Strongsville at the same rate of Thirty-Eight Thousand Dollars (\$38,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Royalton will pay Strongsville at an increased rate of Thirty-Nine Thousand Five Hundred Twenty Dollars (\$39,520.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total of Four Hundred Seventy-One Thousand Two Hundred Dollars (\$471,200.00) for such third year of operation. For the period of operation from January 1, 2017 through December 31, 2017, Royalton will pay Strongsville at an increased rate of Forty-Two Thousand Fifteen Dollars (\$42,015.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total of Five Hundred Four Thousand One Hundred Eighty-Four Dollars (\$504,184.00) for such fourth year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Royalton will pay Strongsville at an increased rate of Forty-Four Thousand Five Hundred Thirty-Six and 25/100 Dollars (\$44,536.25) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total of Five Hundred Thirty-Four Thousand Four Hundred Thirty-Five Dollars (\$534,435.00) for such fifth year of operation. For the period of operation from January 1, 2020 to December 31, 2020, North Royalton will pay Strongsville at an increased rate of pay of Forty-Seven Thousand Two Hundred Eight and 42/100 Dollars (\$47,208.42) per month by the first of each month for Dispatch Services provided in that month, for a total of Five Hundred Sixty-Six Thousand Five Hundred One and 04/100 Dollars (\$566,501.04) for such year of operation. For the period of operation from January 1, 2021 to December 31, 2021, North Royalton will pay Strongsville at an increased rate of pay of Fifty Thousand Forty and 92/100 Dollars (\$50,040.93) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Thousand Four Hundred Ninety-One and 04/100 Dollars (\$600,491.16) for such year of operation. For the period of operation from January 1, 2022 to December 31, 2022, North Royalton will pay Strongsville at an increased rate of pay of Fifty-Two Thousand Nine Hundred Seventeen and 00/100 Dollars (\$52,917.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Thirty-Five Thousand Four and 00/100 Dollars (\$635,004.00) for such year of operation. For the period of operation from January 1, 2023 to December 31, 2023, North

Royalton will pay Strongsville at an increased rate of pay of Fifty-Six Thousand Ninety-Two and 00/100 Dollars (\$56,092.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Seventy-Three Thousand One Hundred Four and 00/100 Dollars (\$673,104.00) for such year of operation. ” **For the period of operation from January 1, 2024 to December 31, 2024, North Royalton will pay Strongsville at an increased rate of pay of Fifty-Seven Thousand One Hundred Ninety-Three and 33/100 Dollars (\$57,193.33) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Eighty-Six Thousand Three Hundred Twenty and 00/100 Dollars (\$686,320.00) for such year of operation. ”**

\* \* \*

2. This Ninth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2024 only as specifically set forth herein. All rights and obligations of Strongsville and Royalton under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Ninth Amendment to Agreement shall be binding upon Strongsville and Royalton and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement the day and year first above written.

Signed in the presence of:

**CITY OF NORTH ROYALTON**  
**(“Royalton”)**

\_\_\_\_\_

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

**CITY OF STRONGSVILLE**  
**(“Strongsville”)**

\_\_\_\_\_

By: \_\_\_\_\_  
Thomas P. Perciak, Mayor

**CERTIFICATE OF FINANCE DIRECTOR**

I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jenny Esarey, Finance Director  
City of North Royalton

**CERTIFICATE OF LAW DIRECTOR FOR THE  
CITY OF NORTH ROYALTON**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Thomas A. Kelly, Law Director

**CERTIFICATE OF LAW DIRECTOR FOR THE  
CITY OF STRONGSVILLE**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Neal M. Jamison, Law Director

ORDINANCE NO. 23-132

INTRODUCED BY: Wos, Dietrich, Webber

AN ORDINANCE AMENDING ORDINANCE 23-09 WHICH AUTHORIZED THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) AMBULANCE FOR AN AMOUNT NOT TO EXCEED \$349,400 FOR THE NORTH ROYALTON FIRE DEPARTMENT FROM THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR HORTON EMERGENCY VEHICLES, BY INCREASING THE NOT TO EXCEED COST BY AN ADDITIONAL \$8,927.00, AND DECLARING AN EMERGENCY

**WHEREAS:** Council has authorized the purchase of a vehicle for the North Royalton Fire Department through the Ohio Cooperative Purchasing Program of the Department of Administrative Services for an amount not to exceed \$349,400.00; and

WHEREAS: After review and inspection of the vehicle to be purchased, it has been determined to be necessary to include additional items and equipment to this vehicle; and

WHEREAS: Council desires to amend Ordinance 23-09 to reflect the increase in cost of \$8,927.00, and establish a new not to exceed cost of \$358,327.00.

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

Section 1. Ordinance 23-09 is hereby amended to allow for additional items and equipment in the amount of \$8,927.00 and establish a new not to exceed cost of \$358,327.00, as further outlined in Exhibit A attached hereto and incorporated as if fully rewritten.

**Section 2.** Ordinance 23-09 is hereby amended as provided for herein and all other provisions of Ordinance 23-09 shall remain in full force and effect.

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 amend Ordinance 23-09 in order to allow for additional items and equipment.

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:



**WARRANTY:**

Contract includes all published warranties in force at the date this proposal is accepted.

**TERMS AND CONDITIONS:**

A. LABOR AND MATERIALS: Horton Ambulance shall furnish the Ambulance listed as specified, with the price and delivery quoted herein, are based on materials which were in our inventory and in the inventory of our suppliers at the time of this proposal and are subject to prior sale.

Delivery quotes are contingent on timely confirmation from Customer. Any variations to material listed will result in a cost change.

Change Order Fees may apply

B. ARBITRATION: If any controversy or dispute arises under, out of, or in relation to any of the provisions hereof which cannot be settled by the parties within 15 days after the same shall arise, such controversy or dispute shall be submitted for arbitration in the State of Ohio in accordance with the rules of the American Arbitration Association. Such arbitrator(s) in accordance with such rules shall determine any dispute or controversy submitted to arbitration in accordance with the provisions of the section.

The arbitrator(s) may award any relief which he or she shall deem proper in the circumstances, without regard to the relief which would otherwise be available to any party hereto in a court of law or equity including, without limitation, an award of money damages, specific performance, injunctive relief and/or declaratory relief. The award and findings of the arbitrators shall be conclusive and binding upon all the parties hereto, whether or not all parties hereto participate in the arbitration proceeding, and judgment upon the award may be entered in any court of competent jurisdiction upon the application of any party.

Any party may initiate an arbitration proceeding hereunder, all costs of which (including filing fees, fees payable to arbitrators, court reporters' fees, transcript costs and counsel fees) shall be recovered by the prevailing party. No party hereto shall commence any arbitration proceeding hereunder other than in good faith, or take any action other than in good faith which requires another party hereto to commence such arbitration hearing and, in the event any party is determined in arbitration to have so acted other than in good faith, he or it shall bear all costs of the such proceeding.

C. REPRESENTATION OF SOLVENCY: Buyer represents that buyer is solvent and has assets sufficient to meet all of its financial obligations, and that it is current on all of its financial obligations. Buyer further represents that it can and will meet all its financial obligations to seller on time. Buyer understands seller relies on this promise and that any breach is material and substantial and to the essence of the contract.

D. FORCE MAJEURE: Seller shall not be responsible for delay, nondelivery, failure to complete installation or construction, or default in shipment or other performance, in whole or in part if occasioned by strike, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States government or any other government, or nondelivery or delays through fire, floods, droughts, accidents, insurrections, lockouts, breakdown of machinery, commandeering of vessels carrying goods, or for loss or damage in transit, or detention of or delay in vessels resulting directly or indirectly from acts of God, perils of the sea, stoppage of labor, shortage of carriers, or refusal of any necessary license of government restrictions considered as "force majeure," or any other unavoidable cause other than seller's own negligence. In no case shall seller be responsible after delivery of goods in good order or conditioning to the carrier or carriers at the point of shipment.

E. CUSTOM ORDERS: Buyer understands that a custom-ordered vehicle is specific to Buyers needs. Any deposit received for a custom order is non-refundable once Engineering has begun, material has been purchased or the vehicle begins production.

**YOU MAY CONSIDER THE PRICE QUOTED FIRM FOR WRITTEN ACCEPTANCE WITHIN 30 DAYS OF THE DATE OF OUR PROPOSAL.**

Thank you for your interest in having Horton Ambulance provide you with our quotation for this purchase. If you have any questions or comments regarding this sales agreement please contact us.

Sincerely,

**Debbie Ludewig**

**Horton Ambulance**

**ACCEPTANCE OF PROPOSAL:**

I have read, understand and agree to the terms, conditions and specifications described herein and authorize Horton Emergency Vehicles to go forward with this order.

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

**Customer Signature**

\_\_\_\_\_

**Date**



ORDINANCE NO. 23-133

INTRODUCED BY:  Wos, Dietrich, Webber

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2024 SUBARU ASCENT FOR THE NORTH ROYALTON POLICE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$38,266, VENDOR KEN GANLEY WESTSIDE IMPORTS, AND DECLARING AN EMERGENCY

- WHEREAS:     Council has authorized the purchase of one (1) motor vehicle for the North Royalton Police Department; and
- WHEREAS:     The city is purchasing this vehicle through Ken Ganley Westside Imports which meets or exceeds the specifications of the Ohio Cooperative Purchasing Program of the Department of Administrative Services, as required by House Bill 204; and
- WHEREAS:     It is necessary to provide for the funding of said purchase.

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

- Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$38,266.00 (cost of vehicle, options, delivery) for the purchase of one (1) 2024 Subaru Ascent for the North Royalton Police Department from Ken Ganley Westside Imports, 25600 Lorain Road, North Olmsted, Ohio 44070, and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.
- Section 2. This purchase meets or exceeds the specifications of the Ohio Cooperative Purchasing Program of the Department of Administrative Services, as required by House Bill 204.
- Section 3. The Chief of Police is hereby authorized and directed to forward a certified copy of this Ordinance to Ken Ganley Westside Imports.
- 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 provide for the purchase of this vehicle for the North Royalton Police Department for the proper and immediate performance of departmental duties.

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

\_\_\_\_\_

PRESIDENT OF COUNCIL

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

MAYOR

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

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

ATTEST: \_\_\_\_\_

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

PURCHASER NORTH ROYALTON POLICE DEPARTMENT

ADDRESS 14000 BENNETT ROAD

CITY NORTH ROYALTON

STATE OH ZIP 44133

RES PHONE ( )

BUS PHONE ( ) 440-582-6216

E-MAIL PTLCORALIC@POLICE.NORTI

DATE 10/26/2023

MOBILE NO ( )

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED

MOTOR VEHICLE: ( ) NEW ( ) USED ( ) DEMO ( ) RENTAL ( ) FACTORY OFFICIAL

RETAIL BUYERS ORDER

KEN GANLEY WESTSIDE IMPORTS

25600 Lorain Road  
NORTH OLMSTED, OHIO 44070  
Phone (440) 734-2000  
Fax (440) 734-9308

DEAL NO CUSTOMER NO.

MILEAGE ON PURCHASED VEHICLE  
Accurate Unless Marked Not Accurate

( ) NOT ACCURATE

VEHICLE SOLD	MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK. NO.	SERIAL NO.
	SUBARU	2024	ASCENT	SUV	BLACK	RCC 12	TBD	TBD

TRADE IN RECORD - TRADE 1				MILEAGE ON PURCHASED VEHICLE	
YEAR	MAKE	MODEL	TRM	ACCURATE	NOT ACCURATE
				<input type="checkbox"/>	<input type="checkbox"/>
MILEAGE ( ) Accurate Unless Marked Not Accurate ( ) Not Accurate				Salvage Vehicle <input type="checkbox"/> Yes	
BALANCE OWED \$ ( ) ( ) Trade-in Allowance					
TRADE IN RECORD - TRADE 2					
YEAR	MAKE	MODEL	TRM	ACCURATE	NOT ACCURATE
				<input type="checkbox"/>	<input type="checkbox"/>
MILEAGE ( ) Accurate Unless Marked Not Accurate ( ) Not Accurate				Salvage Vehicle <input type="checkbox"/> Yes	
BALANCE OWED \$ ( ) ( ) Trade-in Allowance					
REMARKS:					
DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for days from the date of Deposit. X					
NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ (known as negative equity). X					
ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. X					
DOCUMENTARY SERVICE FEE				\$250.00	
TOTAL PRICE					
TRADE-IN ALLOWANCE(S)				( )	
TAX BASE					
SALES TAX \$0.00					
TITLE FEE				\$35.00	
REGISTRATION FEE					
TOTAL DUE ON TRADE VEHICLE(S)					
TOTAL DUE				\$38266.00	
LESS INITIAL PAYMENT CASH/DEPOSIT					
LESS REBATE FACTORY INCENTIVE					
LESS REBATE FACTORY INCENTIVE					
BALANCE DUE				\$38266.00	

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated herein (where applicable): Conditional Spot Delivery Agreement, We Own/Delivery Report and Used Vehicle Limited Warranty.

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement. I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this day of

PURCHASER(S) NORTH ROYALTON POLICE DEPARTMENT

SALESPERSON KARL PANGRACE

ACCEPTED BY AUTHORIZED AGENT

# ASCENT™

VIN  
4S4WMAED7R3403674  
Model/Code  
2024 SUBARU ASCENT PREMIUM RCC  
Lafayette, IN  
Delivered by Carrier TRUCK/403

## GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

**Frontal** Driver ★★★★★

Crash Passenger ★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

**Side** Front seat ★★★★★

Crash Rear seat ★★★★★

Based on the risk of injury in a side impact.

**Rollover** ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA)

www.safercar.gov or 1-888-327-4236

## EPA Fuel Economy and Environment

**Fuel Economy**

**22** MPG  
combined city/hwy

4.5 gallons per 100 miles

SUVs range from 13 to 102 MPG.  
The best vehicle rates 140 MPG.



Gasoline Vehicle

**Annual fuel cost**

**\$2,450**

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

1 5 10 Best

Smog Rating (tailpipe only)

1 5 10 Best

This vehicle emits 338 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$3,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.60 per gallon. 15000 is miles per gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

**fueleconomy.gov**

Calculate personalized estimates and compare vehicles

**PARTS CONTENT INFORMATION**

FOR VEHICLES IN THIS COUNTRY: FOR THIS VEHICLE:

U.S./CANADIAN PARTS CONTENT: 50% FINAL ASSEMBLY POINT: Lafayette, IN

MAJOR SOURCES OF FOREIGN PARTS COUNTRY OF ORIGIN:

CONTENT: JAPAN: 30% ENGINE: JAPAN

TRANSMISSION: JAPAN

Note: Parts content does not include final assembly, distribution, or other non-parts costs.

## STANDARD EQUIPMENT

### SAFETY

Symmetrical All-Wheel Drive & Vehicle Dynamics Control  
EyeSight Driver-Assist System w/ Automatic Emergency Steering  
Reverse Automatic Braking System (RAB)

Subaru Advanced Frontal Airbag System

Driver's Side Knee Airbag & Front Seat Side-Impact Airbags

Side-Curtain Protection Front Seats

Whiplash Protection Front Seats

4-Wheel Anti-Lock (ABS) Disc Brakes w/ Brake Assist

Brake Override System & Safety Pedal System

Blind Spot Detection w/ Rear Cross-Traffic Alert

Anti-Theft Alarm & Immobilizer System

Rear Vision Camera / Rear Seat Reminder

Trailer Stability Assist (TSA)

**PERFORMANCE & EXTERIOR**

2.4L DOHC Turbocharged SUBARU BOXER Engine

High Torque Lineartronic CVT w/ 8-Speed Manual Shift Mode

Four-Wheel Independent Raised Suspension

8.7" Ground Clearance & Body Color Roof Spoiler

18" Alloy Wheels, Gray w/ Machine Finish

X-Mode: Traction Management System

Variable Intermittent Windshield Wipers

Electric Power-Assisted Steering

Body Color Folding Heated Power Mirrors w/ Turn Signals

Road Rais: Raised Ladder Type w/ 700lb Static Load Capacity

LED Steering Responsive Headlights w/ High Beam Assist

**COMFORT, CONVENIENCE & INTERIOR**

Tri-Zone Automatic Climate Control w/ 2nd Row HVAC Controls

SUBARU STARLINK 11.6" Multimedia Plus System

Wireless Apple CarPlay & Android Auto

HD Radio & SiriusXM Satellite Radio w/ 4-Months Free

SUBARU STARLINK Safety Plus - 3 Years Free

\*Not Available to Massachusetts Residents or Businesses

Auto-Dimming Rear View Mirror w/ Compass & HomeLink

Tilt/Telescopic Steering Column w/ Bluetooth & Audio Switches

Leather Wrapped Steering Wheel & Shift Lever Handle

Advanced Adaptive Cruise Control w/ Lane Centering

Retained Accessory Power for Audio System & All Power Windows

Power Door Locks w/ Automatic Lock/Unlock System

Remote Keyless Entry System & One-Touch Illumination

Power Windows w/ Driver's & Front Passenger Auto Up/Down

Reading Lights: 2nd & 3rd Row Outboard Seat Positions

2nd Row Fold-Down & 3rd: 60/40 Split Fold-Down Rear Seatback

8-Way Power Driver's Seat & 19 Cup and Bottle Holders

Automatic On/Off Headlights / Dual Map Lights / Rear Floor Light

All-Weather Package w/ Heated Front Seats

**LIMITED WARRANTY/ROADSIDE ASSISTANCE**

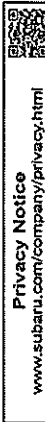
3 Years / 36,000 Miles Basic

5 Years / 60,000 Miles Powertrain

5 Years / Unlimited Mileage Rust Perforation

3 Years / 36,000 24/7 Roadside Assistance

See Owner Info Kit/Warranty For Details



Privacy Notice  
www.subaru.com/company/privacy.html



## OPTIONAL EQUIPMENT AND OTHER ITEMS

Manufacturer's Suggested Retail Price \$38,255.00

Exterior Color: Crystal White Pearl

Full Tank of Gas

Standard Option: 12

Auto-Dimming Rear View Mirror w/ Compass & HomeLink

Reverse Automatic Braking System (RAB)

Keyless Access w/ Push-Button Start

PIN Code Access

Power Rear Gate

Cross Bars - Adjustable

Rear Seat Back Protector

Rear Bumper Cover

\$252.00

\$167.00

\$158.00

INCLD

Destination and Delivery \$1,295.00

Total Suggested Retail Price \$40,127.00

THIS LABEL HAS BEEN APPLIED PURSUANT TO FEDERAL LAW, DO NOT REMOVE OR ALTER PRIOR TO THE DELIVERY TO THE ULTIMATE PURCHASER.



# TOYOTA

## Brunswick Toyota

3041 Center Road  
Brunswick OH 44212  
330-273-3300

## 2023 HIGHLANDER

Highlander LE

Model: 6948

VIN: 5TDKDRBH6PS523468

Stock: T231643

Engine: 2.4-Liter 4-cylinder Turbo Engine

Transmission: 8-Speed Automatic

*In-Stock*



### EXTERIOR

Midnight Black Metallic



### INTERIOR

Graphite Fabric

### PRICE

Base MSRP *	\$40,620.00
Port Installed Packages & Accessories	\$736.00
Delivery Processing and Handling	\$1,395.00
<b>Total Suggested Retail Price</b>	<b>\$42,751.00</b>

### FUEL ECONOMY

	<b>24</b> MPG	<b>21</b> MPG	<b>28</b> MPG
Combined City/Hwy	City	City	Highway

### INSTALLED PACKAGES & ACCESSORIES

50 State Emissions

Owner's Portfolio

Door Edge Guards

Help prevent door edge dings and chipped paint with this protective finishing touch.

- Thermoplastic-coated stainless steel is precisely color matched to the exterior paint
- Door edge guards have been optimized for maximum protection
- Blend seamlessly to complement exterior styling.

Rear Bumper Appliqué

Made of high-grade, nearly invisible urethane film, the rear bumper appliqué helps protect the top surface from unsightly scrapes and scratches.

- Urethane film contains UV protectant to help resist yellowing from the sun
- Custom-tailored to fit the Highlander's rear bumper with textured logo for added style.

All-Weather Floor Liners Package

All-Weather Floor Liners Package includes:

- All Weather Floor Liners
- Cargo Liner

Cargo Cover

The retractable cargo cover conceals your cargo from view for added peace of mind.

- UV-resistant material helps protect items from sun damage and fading
- Removes easily to make room for larger items
- Stores conveniently in the subfloor compartment designed for the cargo cover.

Total Optional Equipment

Vehicle Base Model

Delivery Processing and Handling

39,892.34  
Doc 250  
Tags 35  
40,177.34

invoice + \$100

FIO	\$0.00
PIO	\$0.00
PIO	\$130.00

PIO \$69.00

PIO \$358.00

PIO \$179.00

\$736.00

\$40,620.00

\$1,395.00

## FEATURES

### Mechanical & Performance

- Drivetrain: All-Wheel Drive (AWD)
- Suspension: Independent MacPherson strut front suspension with stabilizer bar; trailing-vishbone suspension
- Engine: Gasoline engine—2.4-liter 4-cylinder turbocharged Double Overhead Cam (DOHC) 16-valve D-4S injection Atkinson-cycle-capable engine with Stop and Start Engine System (S&S); 265 hp @ 6000 rpm, 310 lb.-ft. @ 1700-3600 rpm
- Brakes: Power-assisted, ventilated 13.3-in. front disc brakes; solid 13.3-in. rear disc brakes and Star Safety System™
- Drive Modes: Multi-Terrain Select (MTS) with MUD & SAND, ROCK & DIRT, and NORMAL modes
- All-Wheel Drive (AWD)
- 8-Speed Automatic
- Transmission: Direct Shift-8AT 8-speed Electronically Controlled automatic Transmission (ECT)
- Emission Rating: Super Ultra Low Emission Vehicle 30 (SULEV 30)
- Engine: Stop and Start Engine System (S&S)
- Drive Modes: Drive Mode Select (DMS) with Sport, Eco, Normal and Snow Modes
- Steering: Electric Power Steering (EPS); power-assisted rack-and-pinion
- Engine: 2.4-Liter 4-cylinder Turbo Engine
- Weight Rating: 5970 lbs

### Exterior

- High Solar Energy-Absorbing (HSEA) glass on front side windows
- Color-keyed heated power outside mirrors with turn signal and blind spot warning indicators, and manual folding feature
- Rear spoiler with LED center high-mount stop light
- Windshield wiper de-icer
- Rear liftgate windshield washer and backup camera washer
- Color-keyed side rocker panels and lower molding
- Black-painted front grille with silver-painted surround
- LED taillights
- Smart Key System on front doors and liftgate with Push Button Start, remote keyless entry system with lock, unlock, panic and liftgate functions; and remote illuminated entry
- 18-in. painted alloy wheels and P235/65R18 tires
- Privacy glass on rear side, quarter and liftgate windows
- Rear lower bumper in material black
- Rear liftgate windshield defogger
- Washer-linked variable intermittent windshield wipers and intermittent rear wiper
- Height-adjustable power liftgate with jam protection
- Front and rear mudguards
- LED fog lights
- LED projector headlights with Daytime Running Lights (DRL)
- Color-keyed outside door handles

### Exterior Dimensions

- Unloaded height (no antenna) 68.1
- Track (front/rear) 65.3/65.4
- Overall length/width 194.9/76.0
- Wheelbase 112.2

### Interior

- Fabric-trimmed front- and second-row seats; 8-way power-adjustable driver's seat; 4-way manual-adjustable front passenger seat
- Day/night rearview mirror
- Silver-painted dashboard trim and painted door trim
- Overhead console with conversation mirror, sunglasses storage and maplights
- Soft-touch roll-top center console with removable utility tray
- Power windows with auto up/down in all positions and jam protection
- Digital clock
- Leather-trimmed shift knob and tilt/telescopic leather steering wheel with audio, Multi-Information Display (MID), Bluetooth® hands-free phone, voice command, Dynamic Radar Cruise Control (DRCC), Lane Departure Alert (LDA), Lane Steering Assist (LSA) and multimedia information controls
- 7-in. color LCD Multi-Information Display (MID) with odometer, trip/average fuel economy, cruising range, average speed, AWD torque distribution (AWD models only), cruise control guide, audio details, hands-free incoming call notices, telephone information, Eco Driving Indicator, and energy monitor (HV models only)
- 8-passenger seating with 60/40 split, sliding and reclining fold-flat second-row bench seats; 60/40 split, fold-flat third-row seats with sliding headrests and recline function
- Black interior door handles
- Dual sun visors with sliding function and illuminated vanity mirrors
- Power door locks with shift-linked automatic lock/unlock feature
- 14 cup/bottle holders
- Three-zone automatic climate control with air filter, separate second-row control panel, individual temperature settings for driver, front passenger and rear-seat passengers, and second- and third-row vents
- Soft-touch in-dash split-level shelf
- Five USB ports (USB-A media port and four USB-C charging ports) and two 12V outlets

### Audio Multimedia

- 6-Speaker Audio System S

- 8.0-in. Toyota Audio Multimedia with wireless Apple CarPlay<sup>®</sup> & Android Auto™ compatibility, USB media port, four USB charge ports, hands-free phone capability and music streaming via Bluetooth<sup>®</sup> wireless technology, SiriusXM<sup>®</sup> with 3-month Platinum Plan trial subscription. See [toyota.com/audio-multimedia](http://toyota.com/audio-multimedia) for details. S

## ToyotaCare

- 24-hour Roadside Assistance \$0 (No Cost)
- No cost maintenance plan \$0 (No Cost)

## Off-Highway

- Approach/departure angle (degrees) 17.9/23
- Ramp breakover angle 16.7
- Ground clearance (in.) 8

## Safety & Convenience

- Toyota Safety Sense™ 2.5+ — Pre-Collision System with Pedestrian Detection, Lane Departure Alert with Steering Assist, Automatic High Beams, Lane Tracing Assist, Road Sign Assist and Full-Speed Range Dynamic Radar Cruise Control
- Blind Spot Monitor (BSM) with Rear Cross-Traffic Alert (RCTA)
- Downhill Assist Control (DAC)
- Star Safety System™—includes Enhanced Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology<sup>®</sup> (SST)
- Tire Pressure Monitor System (TPMS) (individual tires)
- LATCH (Lower Anchors and Tethers for Children) includes lower anchors and tethers on outboard second-row seats and tether anchor on middle of second- and third-row seats
- Rear passenger seatbelt reminder
- Eight airbags —driver airbag, front passenger airbag, driver knee airbag, seat cushion airbag (passenger), front side airbags, curtain shield airbags
- Backup camera with projected path
- Anti-theft system with alarm and engine immobilizer
- Child-protector rear door locks and power window lockout control
- Hill Start Assist Control (HAC)
- 3-point seatbelts for all seating positions; driver's-side Emergency Locking Retractor (ELR) and Automatic/Emergency Locking Retractor (ALR/ELR) on all passenger seatbelts
- Adjustable front seatbelt shoulder anchors and driver and front passenger seatbelt pretensioners with force limiters
- Driver and front passenger seatbelt warning

## Connected Services

- Drive Connect — includes Cloud Navigation with Google Points of Interest (POI) data, Intelligent Assistant with Hey, Toyota, and Destination Assist. Subscription required after trial. 4G network dependent. Capable, subscription required
- Wi-Fi Connect — includes AT&T Wi-Fi hotspot and Integrated Streaming (Apple Music<sup>®</sup> and Amazon Music) compatibility. Subscription required after trial. 4G network dependent. Up to 30-day/3 GB trial subscription
- Service Connect — receive personalized maintenance updates and vehicle health reports. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
- Safety Connect<sup>®</sup> — includes Emergency Assistance button, enhanced Roadside Assistance, Automatic Collision Notification and Stolen Vehicle Locator. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
- Remote Connect — - remotely interact with your vehicle through the Toyota app via your smartwatch. Depending on grade, allows you to lock/unlock doors, start and stop the vehicle, locate your last parked location, check vehicle status and monitor guest drivers. Subscription required after trial. 4G network dependent. 1-year trial subscription

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

Disclaimer: This document is only representative of some of the information contained on an actual window sticker, and is not meant to replace or substitute for the actual window sticker on the vehicle. Please see your retailer for further information.

**Your 2024 Pilot AWD  
LX**

October 31, 2023 - 11:29 AM



Prices shown are manufacturer's suggested retail prices only. Installation cost for accessories is not included. Dealer costs may vary. Prices exclude applicable taxes. Honda Genuine Accessories installed at time of vehicle purchase are covered by a 3-year/36,000-mile limited warranty when installed at the time of new vehicle purchase. Installation or use of non-Honda genuine accessories that results in vehicle damage is not covered under otherwise applicable warranties.

\* MSRP includes \$1,375 destination charge and any selected accessories. MSRP excludes tax, license, registration, and any accessory installation costs. Dealer prices may vary. MSRP does not include \$455 charge for premium colors.

<sup>2</sup> Honda Service Pass covers certain factory-scheduled maintenance on 2023 or newer vehicles for two years or 24,000 miles, whichever comes first. Certain models may require different maintenance schedules as recommended by the vehicle's Maintenance Minder™ system and described in the vehicle's owner's manual. See a participating Honda dealer for vehicle eligibility, coverage details and exclusions. Valid only in the United States.

**BUILD SUMMARY**

Base Price	\$39,190
Powertrain	
AWD 10-Speed Automatic Transmission - w/ 3.5L V-6 Engine (Included)	\$0
Design	
Modern Steel Metallic	\$0
Gray Cloth	\$0
18-Inch Silver Alloy Wheels (Included)	\$0
Destination & Handling Fees	\$1,375
Total MSRP as Built	\$40,565 <sup>1</sup>
Honda Service Pass <sup>2</sup>	
2-year complimentary maintenance plan	

# Honda of Middleburg Heights

Date: 10/31/2023

Salesperson: Tim King

Manager: Paul Buser

## FOR INTERNAL USE ONLY

<b>CUSTOMER</b>	<u>Jasmin Coralic</u>	Home Phone :
	<u>1400 Bennett Rd</u>	
Address :	<u>NORTH ROYALTON, OH 44133</u>	Work Phone :
	<u>CUYAHOGA</u>	
E-Mail :		Cell Phone : <u>(440) 865-8849</u>

## VEHICLE

Stock # : <u>24 pilot lx</u>	New / Used : <u>New</u>	VIN :	Mileage:
Vehicle :		Color :	
Type :			
Body Size :	Style :	Weight : <u>0</u>	Unit Class :

Market Value Selling Price	<u>40,565.00</u>
Discount	<u>2,000.00</u>
Adjusted Price	<u>38,565.00</u>
Taxable Fees (Estimated)	<u>50.00</u>
Doc Fee	<u>250.00</u>
Non Tax Fees	<u>35.00</u>
Cash Deposit	<u>.00</u>
Balance	<u>38,900.00</u>

Customer Approval: \_\_\_\_\_

Management Approval: \_\_\_\_\_

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



ORDINANCE NO. 23-134

INTRODUCED BY:  Wos, Dietric, Webber

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2024 SUBARU LEGACY FOR THE NORTH ROYALTON POLICE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$25,388, VENDOR KEN GANLEY WESTSIDE IMPORTS, AND DECLARING AN EMERGENCY

WHEREAS:     Council has authorized the purchase of one (1) motor vehicle for the North Royalton Police Department; and

WHEREAS:     The city is purchasing this vehicle through Ken Ganley Westside Imports which meets or exceeds the specifications of the Ohio Cooperative Purchasing Program of the Department of Administrative Services, as required by House Bill 204; and

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

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

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$25,388.00 (cost of vehicle, options, delivery) for the purchase of one (1) 2024 Subaru Legacy for the North Royalton Police Department from Ken Ganley Westside Imports, 25600 Lorain Road, North Olmsted, Ohio 44070, and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. This purchase meets or exceeds the specifications of the Ohio Cooperative Purchasing Program of the Department of Administrative Services, as required by House Bill 204.

Section 3. The Chief of Police is hereby authorized and directed to forward a certified copy of this Ordinance to Ken Ganley Westside Imports.

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 provide for the purchase of this vehicle for the North Royalton Police Department for the proper and immediate performance of departmental duties.

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

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

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

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

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

YEAS:

NAYS:

PURCHASER NORTH ROYALTON POLICE DEPARTMENT

ADDRESS 14000 BENNETT ROAD

CITY NORTH ROYALTON STATE OH ZIP 44133

RES PHONE ( )

BUS PHONE ( ) 440-582-6216

E-MAIL PTLCORALIC@POLICE.NORTH DATE 10/26/2023

MOBILE NO ( )

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED

MOTOR VEHICLE: ☐ NEW ☐ USED ☐ DEMO ☐ RENTAL ☐ FACTORY OFFICIAL

RETAIL BUYERS ORDER

KEN GANLEY WESTSIDE IMPORTS

25600 Lorain Road  
NORTH OLMSTED, OHIO 44070  
Phone (440) 734-2000  
Fax (440) 734-9308

DEAL NO CUSTOMER NO.

MILEAGE ON PURCHASED VEHICLE

Accurate Unless Marked Not Accurate

☐ NOT ACCURATE

VEHICLE

SOLD

MAKE

YEAR

MODEL

BODY TYPE

COLOR

TRIM

STK. NO.

SERIAL NO.

SUBARU	2024	LEGACY	SEDAN	GRAY	RAB 02	TBD	TBD
--------	------	--------	-------	------	--------	-----	-----

TRADE IN RECORD - TRADE 1				INCLUDES ALL APPLICABLE REBATES, INCENTIVES, COUPONS AND DISCOUNTS	
YEAR	MAKE	MODEL	TYPE		
VTR #				X	
MILEAGE (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate Salvage Vehicle? <input type="checkbox"/> Yes				PRICE OF VEHICLE	\$25103.00
BALANCE OWED \$ (Good Until) Trade-in Allowance				OTHER GOODS & SERVICES	
TRADE IN RECORD - TRADE 2					
YEAR	MAKE	MODEL	TYPE		
VTR #					
MILEAGE (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate Salvage Vehicle? <input type="checkbox"/> Yes					
BALANCE OWED \$ (Good Until) Trade-in Allowance					
REMARKS:				DOCUMENTARY SERVICE FEE	\$250.00
				TOTAL PRICE	
				TRADE-IN ALLOWANCE(S)	
DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for days from the date of Deposit.				TAX BASE	
				SALES TAX \$0.00 %	
				TITLE FEE	\$35.00
				REGISTRATION FEE	
				PLUS PAYOFF ON TRADE VEHICLE(S)	
				TOTAL DUE	\$25388.00
				LESS INITIAL PAYMENT CASH DOWN	
				LESS REBATE/FACILITY INCENTIVE	
				LESS REBATE/FACILITY INCENTIVE	
				BALANCE DUE	\$25388.00
NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ (known as negative equity).					
X					
ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle.					
X					

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS. NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated hereto (where applicable): Conditional Spot Delivery Agreement, We Own/Delivery Report and Used Vehicle Limited Warranty.

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement. I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this _____ day of _____	
PURCHASER(S) NORTH ROYALTON POLICE DEPARTMENT	
SALESPERSON KARL PANGRACE	ACCEPTED BY AUTHORIZED AGENT _____

# LEGACY

VIN 4S3BWAB69R3015476  
Model/Code 2024 SUBARU LEGACY/RA6  
Produced by 100% Recycled Paper  
Delivered by/Carrier TRUCK (42)

## GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★★★★★

Driver Passenger ★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★★★★★

Front seat Rear seat ★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA)  
www.safercar.gov or 1-888-327-4236

## EPA DOT Fuel Economy and Environment

Fuel Economy

30 MPG

Midsize cars range from 15 to 132 MPG.

The best vehicle rates 140 MPG.

combined city/hwy

27 city 35 highway

3.3 gallons per 100 miles

Annual fuel cost

\$1,800

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.60 per gallon. MPGe is miles per gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Calculate personalized estimates and compare vehicles

fuel economy.gov

FOR VEHICLES IN THIS COUNTRY: 50% U.S./CANADIAN PARTS CONTENT: 50% FINAL ASSEMBLY POINT: Lafayette, IN

MAJOR SOURCES OF FOREIGN PARTS COUNTRY OF ORIGIN: ENGINE: JAPAN TRANSMISSION: JAPAN

CONTENT: JAPAN: 30%

Note: Parts content does not include final assembly, distribution, or other non-parts costs.

## Gasoline Vehicle

You save

\$750

in fuel costs

over 5 years

compared to the

average new vehicle.

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)

1 6 7 10 Best Best

This vehicle emits 295 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at [fuelconomy.gov](http://fuelconomy.gov).

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.60 per gallon. MPGe is miles per gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Calculate personalized estimates and compare vehicles

fuel economy.gov

FOR VEHICLES IN THIS COUNTRY: 50% U.S./CANADIAN PARTS CONTENT: 50% FINAL ASSEMBLY POINT: Lafayette, IN

MAJOR SOURCES OF FOREIGN PARTS COUNTRY OF ORIGIN: ENGINE: JAPAN TRANSMISSION: JAPAN

CONTENT: JAPAN: 30%

Note: Parts content does not include final assembly, distribution, or other non-parts costs.

## STANDARD EQUIPMENT

### SAFETY

Symmetrical All-Wheel Drive & Vehicle Dynamics Control

EyeSight Driver-Assist System

Subaru Advanced Frontal Airbag System

Driver's Side Knee & Front Passenger Seat Cushion Airbags

Side-Curtain Airbags w/ Rollover Sensor

Front Seat Side-Impact Airbags

Whiplash Protection Front Seats

4-Wheel Disc Brakes w/ Brake Assist

Anti-Lock Braking System (ABS)

Electronic Brake-Force Distribution

Brake Override System & Safety Pedal System

Rear Seat Reminder

Rear Vision Camera w/ Dynamic Guidelines

PERFORMANCE & EXTERIOR

2.5L DOHC SUBARU BOXER Engine w/ Auto Start Stop

Lineartronic CVT w/ 8-Speed Manual Shift Mode

Four-Wheel Independent Suspension

17" Alloy Wheels, Black w/ Machine Finish

Variable Intermittent Windshield Wipers

Electric Power-Assisted Steering

Black Folding Power Mirrors

Fixed Crossbar Mounting Points

LED Steering Responsive Headlights w/ High Beam Assist

COMFORT, CONVENIENCE & INTERIOR

Automatic Climate Control w/ Air Filtration System

SUBARU STARLINK Dual 7.0" Multimedia Audio System

SUBARU STARLINK Smartphone Connectivity

USB Port

HD Radio & SiriusXM Satellite Radio w/ 4-Months Free

Bluetooth Hands-Free Phone Connectivity

Telescopic Steering Column w/ Bluetooth & Audio Switches

Advanced Adaptive Cruise Control w/ Lane Centering

Retained Accessory Power for Audio System & Power Windows

Power Door Locks w/ Automatic Lock/Unlock System

Remote Keyless Entry System

Power Windows w/ Driver's & Front Passenger Auto Up/Down

60/40 Split Fold-Down Rear Seatback

Dual Map Lights

Height Adjustable Driver's Seat

Automatic On/Off Headlights

Welcome Lighting

Carpeted Floor Mats

LIMITED WARRANTY/ROADSIDE ASSISTANCE

3 Years / 36,000 Miles Basic

5 Years / 60,000 Miles Powertrain

5 Years / Unlimited Mileage Rust Perforation

3 Years / 36,000 24/7 Roadside Assistance

See Owner Info Kit & Warranty For Details



## OPTIONAL EQUIPMENT AND OTHER ITEMS

Manufacturer's Suggested Retail Price

Exterior Color: Ice Silver Metallic

Full Tank of Gas

Standard Option: 02

\$24,895.00

INCLD

Destination and Delivery

Total Suggested Retail Price

\$25,985.00

THIS LABEL HAS BEEN APPLIED PURSUANT TO FEDERAL LAW. DO NOT REMOVE OR ALTER PRIOR TO THE DELIVERY TO THE ULTIMATE PURCHASER.



Privacy Notice

[www.subaru.com/company/privacy.html](http://www.subaru.com/company/privacy.html)



# TOYOTA

## Westside Toyota

27000 Lorain Road  
North Olmsted OH 44070  
440-777-9911

## 2024 CAMRY

### Camry LE

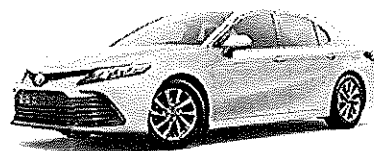
Model: 2532

VIN: 4T1C11AK7RU203680

Stock: RU203680

Engine: 2.5L 4-Cyl. Dynamic Force Engine

Transmission: Direct Shift 8-Speed Electronically Controlled  
Transmission with intelligence (ECT-i)



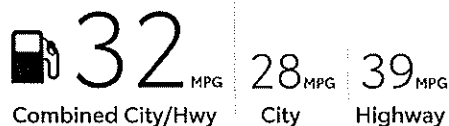
EXTERIOR  
Ice Edge

INTERIOR  
Black Fabric

### PRICE

Base MSRP *	\$26,420.00
Port Installed Packages & Accessories	\$673.00
Delivery Processing and Handling	\$1,095.00
<b>Total Suggested Retail Price</b>	<b>\$28,188.00</b>

### FUEL ECONOMY



### INSTALLED PACKAGES & ACCESSORIES

50 State Emissions	FIO	\$0.00
Owner's Portfolio	PIO	\$0.00
Door Edge Guards Help prevent door edge dings and chipped paint with this protective finishing touch. <ul style="list-style-type: none"><li>Thermoplastic-coated stainless steel is precisely matched to the exterior finish</li><li>Compression-fitted to door edge contours</li><li>Blend seamlessly to complement exterior styling.</li></ul>	PIO	\$155.00
Rear Bumper Applique(Clear) Made of high-grade, nearly invisible urethane film, the rear bumper applique helps protect the top surface from unsightly scrapes and scratches <ul style="list-style-type: none"><li>Urethane film contains UV protectant to help resist yellowing from the sun</li><li>Custom-tailored to fit the Camry's rear bumper</li><li>Available on LE and XLE models only.</li></ul>	PIO	\$69.00
Mudguards Help protect your paint finish from road debris and the damage it causes. <ul style="list-style-type: none"><li>Blend seamlessly with exterior styling</li><li>Set includes four mudguards.</li></ul>	PIO	\$150.00
All-Weather Floor Liner Package All-Weather Floor Liner Package Includes: <ul style="list-style-type: none"><li>All-Weather Floor Liners</li><li>Cargo Tray</li></ul>	PIO	\$299.00
<b>Total Optional Equipment</b>		<b>\$673.00</b>
<b>Vehicle Base Model</b>		<b>\$26,420.00</b>
<b>Delivery Processing and Handling</b>		<b>\$1,095.00</b>

# Westside Toyota of Cleveland

Date: 9/29/2023Salesperson: John MaderaManager: Charles Saranita

## FOR INTERNAL USE ONLY

<b>CUSTOMER</b>	<b>Jasmin Coralic</b>	Home Phone :
	<b>1400 Benett Rd</b>	
Address :	<b>NORTH ROYALTON, OH 44133</b>	Work Phone :
	<b>CUYAHOGA</b>	
E-Mail :	<b>jasminc@sbcglobal.net</b>	Cell Phone : <b>(440) 865-8849</b>

<b>VEHICLE</b>			
Stock # :	New / Used : <b>New</b>	VIN :	Mileage:
Vehicle : <b>2023 Toyota Camry</b>		Color :	
Type : <b>LE (A8) 4dr Front-Wheel Drive</b>			

Market Value Selling Price	28,188.00
Taxable Fees (Estimated)	50.00
Doc Fee	250.00
Non Tax Fees	35.00
Cash Deposit	.00
Balance	28,523.00

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

**Your 2024 Accord LX**

October 31, 2023 - 11:30 AM



Prices shown are manufacturer's suggested retail prices only. Installation cost for accessories is not included. Dealer costs may vary. Prices exclude applicable taxes. Honda Genuine Accessories installed at time of vehicle purchase are covered by a 3-year/36,000-mile limited warranty when installed at the time of new vehicle purchase. Installation or use of non-Honda genuine accessories that results in vehicle damage is not covered under otherwise applicable warranties.

\* MSRP includes \$1,095 destination charge and any selected accessories. MSRP excludes tax, license, registration, and any accessory installation costs. Dealer prices may vary. MSRP does not include \$455 charge for premium colors.

<sup>2</sup> Honda Service Pass covers certain factory-scheduled maintenance on 2023 or newer vehicles for two years or 24,000 miles, whichever comes first. Certain models may require different maintenance schedules as recommended by the vehicle's Maintenance Minder™ system and described in the vehicle's owner's manual. See a participating Honda dealer for vehicle eligibility, coverage details and exclusions. Valid only in the United States.

**BUILD SUMMARY**

Base Price	\$27,895
Powertrain	
CVT - w/ 1.5L Turbo 4-Cyl. Engine (Included)	\$0
Design	
Meteorite Gray Metallic	\$0
Black Cloth	\$0
17-Inch Silver-Painted Alloy Wheels (Included)	\$0
Destination & Handling Fees	\$1,095
Total MSRP as Built	\$28,990 <sup>1</sup>
Honda Service Pass <sup>2</sup>	
2-year complimentary maintenance plan	

# Honda of Middleburg Heights

Date: 10/31/2023

Salesperson: Tim King

Manager: Paul Buser


## FOR INTERNAL USE ONLY

CUSTOMER	<u>Jasmin Coralic</u>	Home Phone :
	<u>1400 Bennett Rd</u>	
Address :	<u>NORTH ROYALTON, OH 44133</u>	Work Phone :
	<u>CUYAHOGA</u>	
E-Mail :		Cell Phone : <u>(440) 865-8849</u>

VEHICLE				
Stock # :	<u>ra012898</u>	New / Used :	<u>New</u>	VIN : <u>1HGCY1F25RA012898</u> Mileage: <u>3</u>
Vehicle :	<u>2024 Honda Accord</u>			Color : <u>SOLAR SILVER</u>
Type :	<u>LX (CVT) 4dr Sedan</u>			
Body Size :		Style :		Weight : <u>0</u> Unit Class :

Market Value Selling Price	28,990.00
Discount	1,425.00
Adjusted Price	27,565.00
Taxable Fees (Estimated)	50.00
Doc Fee	250.00
Non Tax Fees	35.00
Cash Deposit	.00
Balance	27,900.00

Customer Approval: \_\_\_\_\_

Management Approval: 

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE NORTH ROYALTON CITY SCHOOL DISTRICT FOR THE RENOVATION OF TENNIS COURTS, FENCING, AND TO ADD LIGHTING AND CURBING, LOCATED AT MEMORIAL PARK 14600 STATE ROAD, NORTH ROYALTON OHIO FOR AN AMOUNT NOT TO EXCEED \$750,000, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton (City) owns Memorial Park which consists, in part, of 6 tennis courts and 2 basketball courts (the Courts) and related fencing; and

WHEREAS: The Courts are nearing the end of their useful life and are in need of renovation; and

WHEREAS: The North Royalton School District (District) uses 6 Tennis Courts for its interscholastic tennis teams and would like to continue to lease those Tennis Courts for that limited purpose; and

WHEREAS: The City would like to renovate the Courts, fencing, and add lighting and curbing to continue to provide and improve that facility for its residents; and

WHEREAS: The District is willing to partner with the City for the replacement of the Courts and is willing to contribute a not to exceed amount of \$274,000.00, representing one half of the costs of replacing the Tennis Courts and related fencing; and

WHEREAS: The District is proposing to assume the full responsibility for the oversight and contract letting for the construction of the renovation project; and

WHEREAS: The City will assume to pay for the balance of the overall costs for one half of the renovation costs of the courts and fencing and the full portion attributable to the costs of the renovation of the two basketball/pickle ball courts, and curbing and added lighting; and

WHEREAS: The District has already acquired a state-approved contractor's proposal for the work to be done; and

WHEREAS: Council desires to authorize the Mayor to enter into this lease agreement and renovation project.

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 of the City of North Royalton is hereby authorized to enter into a lease agreement with the North Royalton City School District for the renovation of tennis courts, fencing, and added lighting and curbing for an amount not to exceed \$750,0000 to continue to provide and improve that facility for its residents located at Memorial Park 14600 State Road, North Royalton, Ohio, 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 renovation and improvement of the city owned courts in Memorial Park.



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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

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

YEAS:

NAYS:

## **AGREEMENT**

**THIS AGREEMENT** is made at North Royalton, Ohio, by and between the **NORTH ROYALTON CITY SCHOOL DISTRICT**, 6579 Royalton Road, North Royalton, OH 44133 ("District") and the **CITY OF NORTH ROYALTON**, an Ohio municipal corporation, 14600 State Road, North Royalton, Ohio 44133 ("City").

Whereas, the City owns Memorial Park which consists, in part, of 6 tennis courts and 2 basketball courts (the Courts) and related fencing; and

Whereas, the Courts are nearing the end of their useful life and are in need of renovation; and

Whereas, the District uses 6 Tennis Courts for its interscholastic tennis teams and would like to continue to use those Tennis Courts; and

Whereas, the City would like to renovate the Courts, fencing, and add lighting to continue to provide and improve that facility for its residents; and

Whereas, the District is willing to partner with the City for the replacement of the Courts and is willing to contribute one half of the costs of replacing the Tennis Courts and related fencing; and

Whereas, the District is proposing to assume the full responsibility for the oversight and contract letting for the construction of the renovation project; and

Whereas, the City will pay for one half of the renovation costs of the 6 tennis courts and associated fencing and the full costs of the renovation of the two basketball/pickle ball courts, and curbing and lighting; and

Whereas, the District has already acquired a state-approved contractor's proposal for the work to be done.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Premises. The subject of this lease is the non-exclusive use of the 6 tennis courts and the means to ingress and egress therefrom. The basketball courts are not being leased and the District will not be using them.

2. Term. The Term of this Lease shall be for ten (10) Years. During which The District will have permanent and first priority for the scheduled use of the six tennis courts during the District's tennis teams practice and games the schedule of which will be agreed upon by the City and District during the spring of each year for the following academic year and will be similar to schedule for 2022-2023 School Year. At all other times the Courts will be available for general public use as determined by the City. This Lease shall supersede and replace the License and Joint Use Agreement of January 9, 2018 and the License and Joint Use Agreement of June 8<sup>th</sup>, 2011. The commencement date of the Lease shall be the 1<sup>st</sup> day of the month following the adoption of the lease by the North Royalton City Council and the District's Board.

3. Use. The District agrees that it will use the Tennis Courts for the District's extra-curricular athletic and recreational activities only. Each entity using the Tennis Courts will do so in a safe and reasonable manner and such that no nuisance or waste shall be permitted nor committed upon the Tennis Courts during the term of the Agreement. Each Party agrees and acknowledges that the Tennis Courts will be available for use by City Residents. The District further agrees that the Tennis Courts are, or may be, under requirements of the Federal Land Water Conservation Fund and must be open and available to the public at reasonable times. The District agrees and acknowledges that any fee charged may not violate any requirement under Federal Land Water Conservation Fund, other grant restriction, or otherwise and the District shall be solely responsible for any loss or damages incurred by the City as a result of the District charging a fee for the use of the Tennis Courts.

4. Design and Construction of Improvements. The District will improve the Courts pursuant to State Term Pricing subject to City approval of the plans and specifications. The City will contribute 100% of the costs of outdoor lighting, curbing and the costs of replacing the basketball portion and related fencing of the Courts and the City will also contribute 50% of the costs of the replacement of the Tennis Courts and related fencing with a total expenditure by the

City for the project not to exceed \$750,000. The District will pay for 50% of the costs of replacement of the Tennis Courts and related fencing in the amount not to exceed \$274,000. The District shall follow all laws and regulations of the State of Ohio and the City of North Royalton governing the project. The City and District will meet once a budget is established to determine each party's final share based upon the formula stated in this paragraph. The City shall not be liable for any cost overruns or change orders to which it has not agreed upon in writing. If for any reason the project is not started, the District agrees to refund to the city the entire sum paid by the City upon the City's request. If for any reason the project is not completed, the District agrees to refund to the City the prorated amount not expended.

5. Repairs and Maintenance. The City will keep and maintain the Courts in good condition. If the City determine the Tennis Courts need repairs, or maintenance, including but not limited to resurfacing the parties agree to share equally in those costs subject to legislative appropriation. Any work performed will be performed in compliance with all applicable laws, building and zoning regulations, city policies or requirements and in a good and workmanlike manner. The Party contracting for such improvements will be responsible for the payment of contractors.

6. Insurance. The District and City, at their respective sole cost and expense, during the term of the Agreement, shall maintain general public liability insurance against claims for personal injury, death or property damage occurring in or about the Premises. uch insurance shall name the other as an additional insured. The insurance shall have a limit of liability not less than:

General Liability of \$1,000,000 each occurrence/\$2,000,000 aggregate

Umbrella Liability of \$10,000,000 per occurrence and in the aggregate

7. Termination. In the event the District fails to perform covenants, terms and conditions of this Agreement and the District shall fail to remedy any such failure within 30 days this lease shall terminate. If the City, unreasonably and without cause prevents the District from using the Tennis Courts prior to the end of the expected useful life of any investments in the Tennis Courts by the District, it shall reimburse the District for the residue value of the improvements.

8. Representation by City. The City makes no representations of the conditions of the Premises and the City shall not be liable for any latent or patent defects therein. The City does agree that it will work with the School District, in good faith, to effect any improvements to the Tennis Courts.

9.     Notices. Any notices or consents required to be given by or on behalf of either party upon the other shall be in writing and shall be given in person or by mailing such notices to the Mayor at City Hall or the Superintendent at the Board of Education Offices.

**IN WITNESS WHEREOF**, the parties hereto have signed as of the day and year first set forth above.

**BOARD OF EDUCATION OF THE NORTH  
ROYALTON CITY SCHOOL DISTRICT, OHIO**

By: \_\_\_\_\_,  
President

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

By: \_\_\_\_\_,  
Treasurer

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

**CITY OF NORTH ROYALTON, OHIO**

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

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

Approved as to Form

\_\_\_\_\_  
City Law Director