

# November 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 COUNCIL 7:30 CAUCUS 7:15 STREETS, STORM WATER, UTILITIES 6:00	2 PLANNING COMMISSION <del>7:00</del> CAUCUS <del>6:45</del>	3	4	5
6 DAYLIGHT SAVINGS TIME ENDS 	7	8 ELECTION DAY 	9	10	11 VETERANS DAY 	12
13	14 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	15 COUNCIL 7:30 CAUCUS 7:15 B&BC, FINANCE ,SAFETY <b>AND</b> <b>R&amp;O</b> 6:00	16 PLANNING COMMISSION 7:00 CAUCUS 6:45	17	18	19
20	21	22	23	24 	25	26
27	28	29 REC BOARD 6:00 BZA 7:00 CAUCUS 6:45	30			

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

**NORTH ROYALTON CITY COUNCIL  
A G E N D A  
NOVEMBER 1, 2016**

7:15 p.m. Caucus

Council Meeting 7:30 p.m.

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**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 18, 2016.
  - b. Receipt and acknowledgement without objection to Ohio Dept. of Liquor Control request for a new D1, D2, and D3 permit for CJO Captials LLC, 13385 W. 130<sup>th</sup> Street.
  - c. 180 Day Extension - Royalton Place senior living community site plan approval
  - d. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (\*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Larry Antoskiewicz
Review & Oversight	Dan Kasaris
Safety	Gary Petrusky
Storm Water	Dan Langshaw
Streets	Steve Muller
Utilities	Paul Marnecheck
10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	Dan Kasaris
Planning Commission	Larry Antoskiewicz
Recreation Board	Paul Marnecheck
11. Public Discussion: Five minute maximum, on current agenda legislation only.
12. LEGISLATION

**FIRST READING CONSIDERATION**

- \* 1. **16-150** - A RESOLUTION COMMENDING SHAYNE TUEL ON THE ATTAINMENT OF THE RANK OF EAGLE SCOUT.
- \* 2. **16-151** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE WITH PAUL AND FRANCES FAFRAK FOR PPN 489-25-085 COMMONLY KNOWN AS THE VALLEY-VISTA PUMP STATION SITE, TO BE USED BY THE LESSEE FOR HORTICULTURAL PURPOSES, GARDENING ONLY, AND DECLARING AN EMERGENCY.

3. **16-152** – AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH OHIO DEPARTMENT OF NATURAL RESOURCES IN THE AMOUNT OF \$200,000 TO FUND THE DEVELOPMENT OF CHIPPEWA CREEK HEADWATER PARK AND PARK AMENITIES ON CITY OWNED LAND LOCATED IN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
  4. **16-153** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 15-102 AS AMENDED BY ORDINANCES 16-22, 16-51, 16-68, 16-96, 16-110 AND 16-134 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2016 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
  5. **16-154** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE CASE MODEL 580SN BACKHOE WITH EXTRA BUCKETS FOR THE NORTH ROYALTON SERVICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM FOR AN AMOUNT NOT TO EXCEED \$71,123.85, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
  14. Adjournment.





INDENTURE OF LEASE

THIS LEASE is made and executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between City of North Royalton, Ohio hereinafter referred to as "Lessor" and Paul G. and Frances Fafrak, husband and wife, of 3012 Valley Lane Drive, North Royalton, Ohio 44133 hereinafter collectively referred to as "Lessee."

1. Description of the Premises. Lessor leases to Lessee the premises that are described in attached Exhibits A, B, C, & D incorporated herein as if fully rewritten herein at length. The premises are further described as an untended meadow of grass and light brush.

2. Term. The term of this Lease is for five (5) years beginning January 1, 2017 and ending December 31, 2021.

3. Use of Premises. The leasehold premises shall be used and occupied solely for horticultural purposes, i.e., gardening.

4. Care of Premises. Lessee shall use and occupy the premises in a careful, safe and proper manner and shall be responsible to keep the premises in a safe, orderly, neat, groomed and healthy condition free and clear of debris and rubbish in accordance with local ordinances and lawful direction of proper public officers. Any breach of this provision shall be considered material and immediate grounds for termination of this Lease.

5. Hold Harmless & Indemnify by Lessee. Lessee will hold harmless and indemnify the Lessor from and against any loss, cost or damage resulting from injury to persons or property occurring on said premises during the term of said Lease, unless caused by the acts of the Lessor.

6. Insurance. Lessee shall include the Lessor as an additional insured under their current Homeowners Insurance Policy to provide coverage for the premises conveyed under this Lease. Lessee shall provide the Lessor proof of such insurance coverage within thirty (30) days after execution of this Lease. Such proof of insurance coverage shall accompany each renewal term of this Lease.

7. Prohibition as to Lessee. Lessee will not permit said premises to be used for any purpose other than those provided for herein. Lessee is not permitted to construct any building or structure on the premises without the expressed written consent of the Lessor. Lessee is not permitted to assign this Lease without the express written consent of the Lessor.

8. Surrender of Premises. Lessee shall deliver up and surrender to Lessor possession of the premises upon the expiration of this Lease, or its termination otherwise, in the same condition as an untended meadow of grass and light brush.

9. Default. If lessee be in default of any terms or conditions of this Lease the Lessor may at its election and while such default continues, declare this Lease terminated and enter into possession of said premises.

10. Lessor's Access to Premises. Lessor by its duly authorized agents may have free access to the leased premises at any reasonable time for any legal purpose including but not limited to examination and inspections.

11. Lessor's Right to Terminate Lease. Lessor has the right to terminate this Lease for or without cause or for any reason it deems appropriate. Upon written notice of termination of the Lease to the Lessee, the Lessee shall forthwith vacate the premises and return the premises in the same condition Lessee obtained possession under this Lease.

12. Not Binding on Lessee's Heirs, Successors and Guarantors. The provisions of this Lease are not binding and do not inure to the benefit of the Lessee, their heirs, executors, administrators, successors, assigns and guarantors.

IN WITNESS WHEREOF, the Lessor causes its hand to be set hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LESSOR: CITY OF NORTH ROYALTON**

By: \_\_\_\_\_  
Mayor Robert A. Stefanik

**LESSEE:**

\_\_\_\_\_  
Paul G. Fafrak

\_\_\_\_\_  
Frances Fafrak



**Community Recreation Project – Pass Through Grant Agreement  
Ohio Department of Natural Resources**

This Community Recreation Project Pass Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio (the "State"), Department of Natural Resources, (hereinafter referred to as "ODNR"), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code and Amended Senate Bill No. 310, 131<sup>st</sup> General Assembly of the State of Ohio and the City of North Royalton, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, shall be sent by United States certified mail, return receipt requested, by overnight courier service (Fed Ex, UPS, etc.), by hand delivery in each case with written record of receipt by the recipient, or sent by fax or email with acknowledgement of the receipt by the receiving party, and shall be respectively addressed as follows:

(a) with respect to ODNR:

Ohio Department of Natural Resources  
Office of Real Estate  
2045 Morse Road, E2  
Columbus, Ohio 43229  
Attn: Recreation Services Administrator

(b) with respect to the Project Grantee:

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

Attn: Director Community Development

The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above.

Pursuant to Amended Senate Bill No. 310, the 131st General Assembly of the State of Ohio has appropriated funds in the amount of Two Hundred Thousand Dollars (\$200,000.00) to make a grant to the Grantee for the costs associated with of construction of public park facilities in appropriation item C725E2, described as 'Chippewa Creek Headwater Park', (hereinafter referred to as "Project"). Furthermore, \$4,000.00 of the total Project appropriation will be used by the ODNR for the administration of the Project. The Project reference number is **CUYA-020C**.

The General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under Section 154.22(F) of the Revised Code, as the fund from which these monies will be disbursed.

Pursuant to ORC Chapter 154 and Article VIII Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the "Treasurer") for the purpose of paying the "costs of capital facilities" including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping and furnishing capital facilities for parks and recreation, all as defined and described in ORC Section 154.01(K). A portion of those Bond proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to

comply with federal and State laws, regulations and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW, THEREFORE, for the purposes of providing the funds to the Grantee pursuant to Amended Senate Bill No. 310 of the 131st General Assembly, the parties hereto covenant and agree as follows:

1. **FUNDING AMOUNT.** ODNR agrees to provide the Grantee One Hundred Ninety-Six Thousand Dollars (\$196,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Four Thousand Dollars (\$4,000.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative cost. In no event shall ODNR's payment to Grantee exceed One Hundred Ninety-Six Thousand Dollars (\$196,000.00). Funds for this Project have been released by the Controlling Board as of \_\_\_\_\_, and encumbered by Contract Encumbrance Record Number \_\_\_\_\_ and are so certified by the Director of Budget and Management on \_\_\_\_\_. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code. Any funds provided under this Agreement that are not spent shall be returned in full to the State of Ohio.
2. **PROJECT DESCRIPTION.** The Grantee shall use the grant funds for 'Chippewa Creek Headwater Park', a project to develop a park and park amenities on city owned land in North Royalton, OH, all as more fully described in Exhibit A attached hereto.
3. **COMMENCEMENT AND TERMINATION DATES.** This Agreement commences on its effective date and will, unless otherwise earlier terminated as provided herein, expire on the later of: i) 15 years from the date of Project completion (or Project acquisition if the Project is solely land acquisition); or ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). Grantee shall complete the Project on or before June 30th, 2018.
4. **NO RESTRICTIONS OF RECORD.** The Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as a public parks and recreation facility. The Grantee represents that it is the fee simple owner of the property as described on Exhibit B attached hereto, on which the Project will be located and developed, and that the only restrictions of record with respect to the property are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any Governmental Authorities having jurisdiction over the property and (c) all matters of record pertaining to the property, including dedicated public rights-of-way and the items identified on said Exhibit B, 'Boundary Map'.
5. **CONSTRUCTION SERVICES.** The Grantee represents that at the time of facility development on any land acquired with the proceeds of this Agreement it will contract for all construction services for the Project, and will provide construction administration. The Grantee shall have the full authority to contract with appropriate persons for the design and construction of the Project. The Grantee will secure all necessary permits and/or licenses for the Project. The Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline.
6. **OPERATION, MAINTENANCE, AND UPKEEP.** The Grantee, or its assigns approved by ODNR, shall be solely responsible for the operation, maintenance, and upkeep of the Project acquired or

developed pursuant to this Agreement, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation purpose during the Term. Failure to comply with this provision or any other provision of the Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds used to finance the grant to the Grantee over (y) the total number of months that such Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission.

7. **REMITTANCES.** If for any reason funds acquired through this Agreement are required to be paid, repaid or remitted to the State of Ohio, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

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

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

9. **CONVEYANCE OF INTEREST IN PROJECT TO ODNR.** As security for the performance of the Grantee's obligations under this Agreement, the Grantee hereby conveys to ODNR an interest in the property upon which the Project shall be constructed, or if the Project is solely land acquisition, the Project, consisting of the right to use and occupy the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by the Grantee. This long-term interest shall be in effect during the Term of this Agreement. The Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the Ohio Public Facilities Commission or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with the Ohio Public Facilities Commission relating to the Bonds and the Project; provided that so long as Grantee shall not default under this Agreement, such lease shall not affect Grantee's Project or the use thereof. The ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

10. **PROHIBITION AGAINST DISPOSITION.** The Grantee shall not dispose of all or any part of the Project funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and the Ohio Public Facilities Commission.. All notices, demands, requests, consents, approvals and other communications to the Ohio Public Facilities Commission shall be addressed as follows:

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

11. **WAIVER OF LIABILITY.** On and after the date of this Agreement, the Grantee agrees not to seek any determination of liability against ODNR, the OPFC, the Treasurer or any department, agency

or official of the State of Ohio in the case of claim or suit arising from the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project. The Grantee forever releases and waives any and all claims it may ever possess or assert against ODNR and all employees, agents, officials and contractors and attorneys of same in relation to the Project.

- 12. INSURANCE.** Unless otherwise agreed by ODNR, the Grantee shall maintain, or cause to be maintained, at no cost to the State, commercial general liability insurance and property insurance to insure the ODNR, the OPFC, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of the Grantee. Unless otherwise agreed by ODNR, such insurance shall remain in force at all times from the date hereof through the Term of this Agreement.
- 13. BONDED AND INSURED EMPLOYEES AND AGENTS.** Prior to release of funds by the Controlling Board, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.
- 14. PUBLIC FUNDS COMPLIANCE.** The Grantee will assure compliance with all applicable Federal, State, and local laws and regulations pertaining to handling, management and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If the Grantee is a political subdivision of the State, grant funds shall be held in compliance with Chapter 135 of the Ohio Revised Code.
- 15. REPORTS AND RECORDS.** The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR and Ohio Public Facilities Commission for a period of not less than eighteen (18) years after the date of Project closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. The Grantee acknowledges that the Auditor of State and other departments, agencies and officials of the State of Ohio may audit this Project at any time, including before, during and after completion. The Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State of Ohio will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit.
- 16. RESTRICTIONS ON EXPENDITURES.** The Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds Granted under this Agreement and intends to comply fully with same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules and requirements.
- 17. DETERMINATION OF INELIGIBILITY.** If it is determined by an audit by the Auditor of State or any department, agency or official of the State of Ohio or other agency or entity with legal audit

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

**18. NO FINDING FOR RECOVERY.** The Grantee represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that Section. The Grantee agrees that if this representation or warranty is determined by ODNR to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

**19. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT.** The Grantee will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), Stat. 1894 (1970), and Ohio Revised Code Chapter 163 for all real property acquisitions, and where applicable will assure that these requirements have been complied with for Project to be developed using funds provided by the legislature in Amended Senate Bill No. 310 of the 131<sup>st</sup> General Assembly.

**20. PROJECT NONDISCRIMINATION.** The Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap or disability on the same terms and conditions.

**21. EMPLOYMENT NONDISCRIMINATION.** The Grantee will not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, sex, age, military status, handicap or disability. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, sex, handicap or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State of Ohio setting forth the provisions of this non-discrimination clause.

**22. ODNR RIGHT TO TERMINATE.** The State of Ohio reserves the right to terminate this Agreement and to recover any funds distributed by the Grantee to contractors or other payees in violation of the terms of this Agreement if the Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein.

**23. LEGAL, FEDERAL TAX, AND OTHER COMPLIANCE.** The Grantee will assure that monies expended under this Agreement are spent in conformity with their intent and purpose of the appropriation, the limitations on use set forth in the bill containing the appropriation, and Chapter 154 of the Ohio Revised Code and all other laws that apply to expenditure of monies by the Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2001-012, then the Grantee shall report the funds it acquires through this Agreement as a separate column identified consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the report identified above in this paragraph, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be sent to the address provided in Auditor of State Bulletin 2001-012.

The Grantee agrees to comply with all applicable federal, state and local laws and regulations, in the conduct of the work hereunder and acknowledges that its employees are not employees of the ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wages and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws.

The Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. The Grantee shall repay the ODNR for any funds improperly expended. Additionally, the Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to working capital expenditures) and are not used to refund or otherwise refinance existing debt of the Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. The Grantee agrees to consult with OPFC if the Grantee is uncertain of what expenditures are eligible to be financed with funds provided under this Agreement.

**24. CONTRIBUTIONS CERTIFICATION.** Grantee hereby certifies that neither it nor any of its officers nor the spouse of any such person, has made contributions to the Governor of Ohio in excess of the limitations specified in R.C. § 3517.13.

**25. CONSTRUCTION CONTRACT COMPLIANCE.** Grantee represents that it will comply with the Executive Order of the Governor of Ohio regarding equal employment and that it will include in any construction contracts for the Project provisions for compliance with the terms and conditions of the Copeland Anti-Kick Back Act, 18 U.S.C. §874, as the same are supplemented by regulations promulgated by the U.S. Department of Labor in 29 CFR, Part 3.

**26. MODIFICATION.** This Agreement may be modified if agreed to in writing by both parties.

**27. ETHICS CERTIFICATION.** The Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

**28. SEVERABILITY.** Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected

thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.

## 29. MISCELLANEOUS.

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors And Assigns. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of the ODNR.
- d. Notices. Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.
- e. Conflict. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- f. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- g. Execution. This Agreement is not binding upon the ODNR unless executed in full, and is effective as of the last date of signature by the ODNR.
- h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- i. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

**30. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement.

IN TESTIMONY WHEREOF, the Grantee and the ODNR have caused this Agreement to be executed by their respective officers duly authorized as of the date on which the Director of the Department of Natural Resources signs this Agreement.

**FOR THE GRANTEE:**

**City of North Royalton**

\_\_\_\_\_  
Signature

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

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

**FOR THE STATE OF OHIO, ODNR:**

\_\_\_\_\_  
**Paul R. Baldrige**

**Chief, Office of Real Estate & Land Management**

Ohio Department of Natural Resources

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

**APPROVED BY:**

\_\_\_\_\_  
**JAMES ZEHRINGER, DIRECTOR**

Ohio Department of Natural Resources

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

ATTORNEY CERTIFICATION

I, \_\_\_\_\_ [name and title], acting as attorney for the City of North Royalton, do certify that I have examined the Agreement and find that acceptance by Grantee has been authorized and that the execution thereof is proper and in accordance with the laws of the State of Ohio. Following signature, the Agreement, in my opinion, is a legal obligation of the City of North Royalton in accordance with the terms thereof, and that Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement, as Authorized in Resolution or Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 201\_\_.

**Legal Counsel for Grantee** \_\_\_\_\_  
(Signature)

**Printed Name of Legal Counsel** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Registration Number** \_\_\_\_\_

**EXHIBIT A**

**PROJECT INFORMATION FILE**

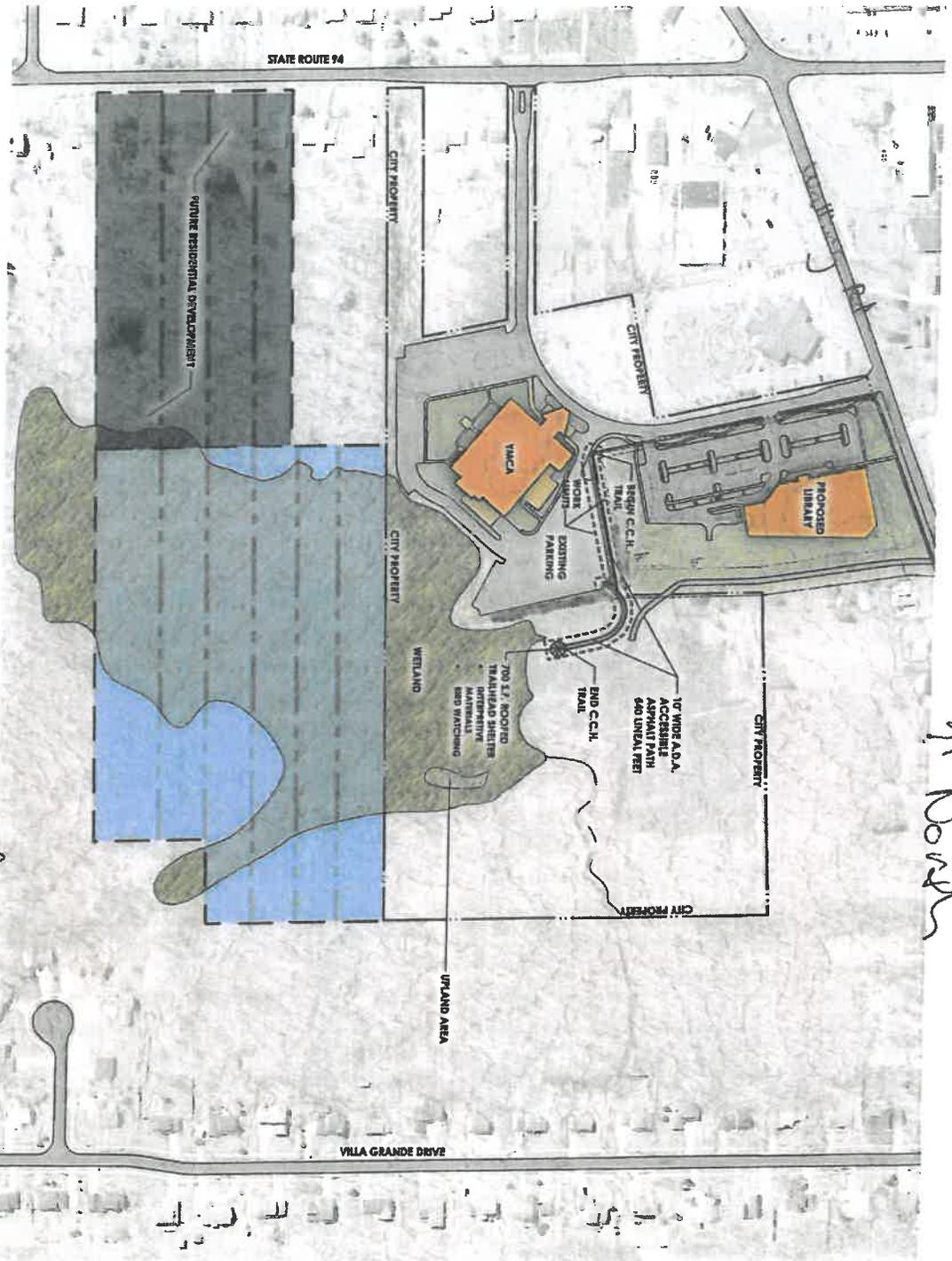
Forms and requested materials (maps, etc.) on pages 2-10 comprise the 'project information package'. Please complete these forms and send all completed forms and requested materials to the address below. This is the first step in the project coordination process.

Mary Fitch  
ODNR  
Office of Real Estate  
2045 Morse Road, E2  
Columbus, Ohio 43229-6693



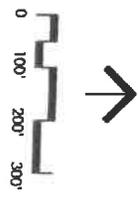
**BASIC INFORMATION**

1. Awarded Project Sponsor: City of North Royalton
2. Address, including zip code:  
14600 State Road  
North Royalton, Ohio 44133
3. Tax Identification Number: 34-6002054
4. Telephone Number: 440-237-5686
5. Contact Person & Title: Thomas J. Jordan, Director Community Dev.
6. Email: tjordan@northroyalton.org
7. Telephone Number: (440) 237-5484
8. Brief Description of Project:  
Establish a park and associated trail and interpretive center on city owned 12 acre parcel. The park will also conserve an important wetland area.



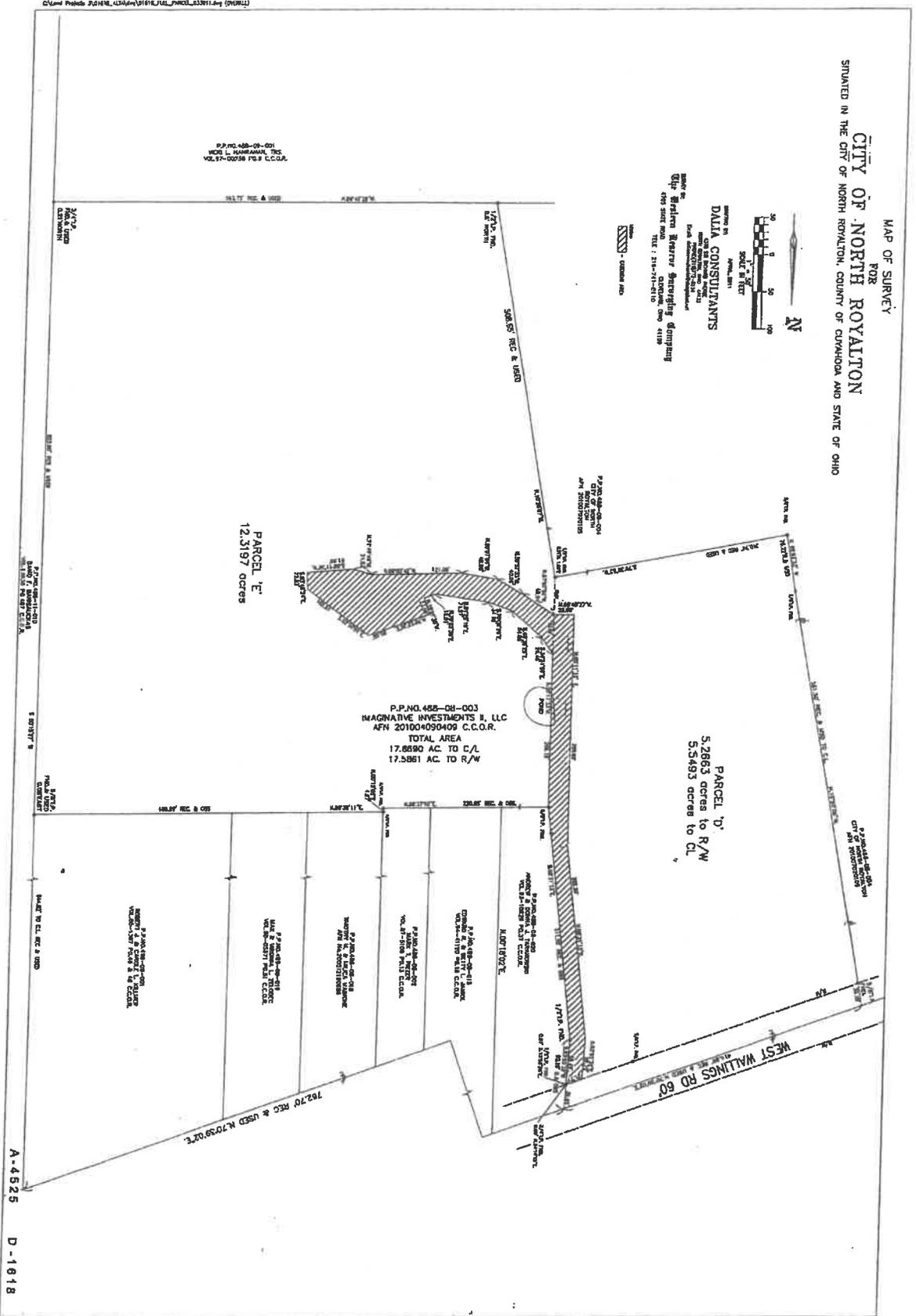
proposed and future conditions

- PROPOSED SUBDIVISION
- PARCELS TO BE ACQUIRED IN THE FUTURE
- WETLAND
- UPLAND AREA
- PARCEL DIVISIONS



CHIPPEWA CREEK  
HEADWATER PARK  
September 8, 2016

Thomas Jordan: Director  
Committee of Administration



AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 15-102 AS AMENDED BY ORDINANCES 16-22, 16-51, 16-68, 16-96, 16-110 AND 16-134 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2016 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

**WHEREAS:** Council wishes to amend the Original Appropriation Ordinance 15-102 as amended by Ordinances 16-22, 16-51, 16-68, 16-96, 16-110 and 16-134 for the fiscal year ending December 31, 2016 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, 2016, 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	\$ 450,000.00	Operating
General Fund	EMS Levy Fund	1,700,000.00	Operating
General Fund	SCMR Fund	800,000.00	Operating
General Fund	Office on Aging Fund	30,000.00	Operating
General Fund	Police Pension Fund	335,000.00	Operating
General Fund	Fire Pension Fund	450,000.00	Operating
Future Capital Improvement Fund	General Bond Retirement Fund	280,000.00	Operating
Future Capital Improvement Fund	YMCA Capital Reserve Fund	85,000.00	Operating
Storm Sewer & Drainage Fund	SCMR Fund	650,000.00	Operating
Storm Sewer & Drainage Fund	General Bond Retirement Fund	328,400.00	Debt Service
Fire Capital Improvement Fund	General Bond Retirement Fund	200,000.00	Debt Service
YMCA Special Revenue Fund	General Bond Retirement Fund	629,844.00	Debt Service
YMCA Special Revenue Fund	YMCA Capital Reserve Fund	150,000.00	Operating
Issue 1 Sprague Road	General Bond Retirement Fund	17,887.00	Debt Service
Issue 1 Sprague Road	Future Capital Improvement Fund	1,172,593.00	Repayment of Advance
Wastewater Repair & Replacement Fund	Wastewater Maintenance Fund	300,000.00	Advance

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.



**CITY OF NORTH ROYALTON  
2016 AMENDING BUDGET ORDINANCE**

	Appropriations per Ord. 2015-102	Prior Year Encumbrances Ord. 2016-22/51	Prior Amendments Subtotal (5)	Amendments this Ordinance	Total 2016 Appropriations
<b>GENERAL FUND</b>					
<b>POLICE DEPARTMENT</b>					
Personal Service	\$ 3,277,800	\$ -	\$ -		\$ 3,277,800
Contractual Services	289,678	1,069	27,000		317,747
Supply & Materials	209,733	1,797	(38,000)		173,530
Capital Outlay	-	4,927	18,000		22,927
<b>Total Police Department</b>	<b>3,777,211</b>	<b>7,793</b>	<b>7,000</b>	<b>-</b>	<b>3,792,004</b>
<b>TRAFFIC SIGNALS</b>					
Capital Improvement	5,000	-	-		5,000
<b>Total Traffic Signals</b>	<b>5,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,000</b>
<b>ANIMAL CONTROL</b>					
Personal Service	121,730	-	-		121,730
Contractual Services	6,450	-	-		6,450
Supply & Materials	7,950	-	-		7,950
Capital Outlay	200	-	-		200
	<b>136,330</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>136,330</b>
<b>FIRE DEPARTMENT</b>					
Personal Service	503,530	-	-		503,530
Contractual Services	261,600	22,278	1,300		285,178
Supply & Materials	77,400	8,866	-		86,266
Capital Outlay	-	-	-		-
<b>Total Fire Department</b>	<b>842,530</b>	<b>31,144</b>	<b>1,300</b>	<b>-</b>	<b>874,974</b>
<b>POLICE AND FIRE COMMUNICATIONS</b>					
Personal Service	174,860	-	-		174,860
Contractual Services	645,900	-	65,200		711,100
Supply & Materials	-	-	-		-
Capital Outlay	2,500	-	-		2,500
<b>Total Police &amp; Fire Comm</b>	<b>823,260</b>	<b>-</b>	<b>65,200</b>	<b>-</b>	<b>888,460</b>
<b>STREET LIGHTING</b>					
<b>Total Street Lighting</b>	<b>140,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>140,000</b>
<b>SAFETY DIRECTOR</b>					
Personal Service	117,650	-	-		117,650
Contractual Services	5,950	-	-		5,950
Operating Supplies	6,150	-	-		6,150
Capital Outlay	1,500	-	-		1,500
<b>Total Police &amp; Fire Comm</b>	<b>131,250</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>131,250</b>
<b>CEMETERY DEPARTMENT</b>					
Personal Service	-	-	-		-
Contractual Services	23,007	1,650	15,000		39,657
Supply & Materials	148,784	1,841	-		150,625
Capital Outlay	45,000	-	-		45,000
<b>Total Cemetery Department</b>	<b>216,791</b>	<b>3,491</b>	<b>15,000</b>	<b>-</b>	<b>235,282</b>
<b>PARKS &amp; RECREATION DEPARTMENT</b>					
Personal Service	324,030	-	-		324,030
Contractual Services	77,411	-	-		77,411
Supply & Materials	107,930	6,009	-		113,939
Capital Outlay	-	9,266	-		9,266
<b>Total Parks &amp; Recreation Department</b>	<b>509,371</b>	<b>15,275</b>	<b>-</b>	<b>-</b>	<b>524,646</b>
<b>PLANNING COMMISSION</b>					
Personal Service	6,950	-	-		6,950
Contractual Services	4,950	-	-		4,950
Supply & Materials	550	-	-		550
Capital Outlay	-	-	-		-
<b>Total Planning Commission</b>	<b>12,450</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,450</b>
<b>BOARD OF ZONING</b>					
Personal Service	12,630	-	-		12,630
Contractual Services	1,000	-	-		1,000
Supply & Materials	700	53	-		753
<b>Total Board of Zoning</b>	<b>14,330</b>	<b>53</b>	<b>-</b>	<b>-</b>	<b>14,383</b>
<b>BUILDING DEPARTMENT</b>					
Personal Service	552,100	-	-		552,100
Contractual Services	59,200	3,400	-		62,600
Supply & Materials	11,250	582	-		11,832
Capital Outlay	23,000	-	-		23,000
<b>Total Building Department</b>	<b>645,550</b>	<b>3,982</b>	<b>-</b>	<b>-</b>	<b>649,532</b>
<b>COMMUNITY DEVELOPMENT</b>					

CITY OF NORTH ROYALTON  
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 2015-102	Prior Year Encumbrances Ord. 2016-22/51	Prior Amendments Subtotal (5)	Amendments this Ordinance	Total 2016 Appropriations
Personal Service	140,350	-	-		140,350
Contractual Services	19,370	3,274	50,500		73,144
Supply & Materials	1,900	-	-		1,900
Capital Outlay	1,000	-	-		1,000
<b>Total Community Development</b>	<b>162,620</b>	<b>3,274</b>	<b>50,500</b>	<b>-</b>	<b>216,394</b>
<b>RUBBISH COLLECTION</b>					
Contractual Services	1,215,216	-	-		1,215,216
<b>Total Rubbish Collection</b>	<b>1,215,216</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,215,216</b>
<b>SERVICE BUILDING AND GROUNDS</b>					
Personal Service	-	-	-		-
Contractual Services	105,887	12,077	-		117,964
Supply & Materials	20,950	3,537	-		24,487
Capital Outlay	500	-	-		500
<b>Total Service Bldg. &amp; Grounds</b>	<b>127,337</b>	<b>15,614</b>	<b>-</b>	<b>-</b>	<b>142,951</b>
<b>MAYOR'S OFFICE</b>					
Personal Service	291,100	-	-		291,100
Contractual Services	27,070	-	4,000		31,070
Supply & Materials	2,500	-	-		2,500
Capital Outlay	-	-	-		-
<b>Total Mayor's Office</b>	<b>320,670</b>	<b>-</b>	<b>4,000</b>	<b>-</b>	<b>324,670</b>
<b>FINANCE DEPARTMENT</b>					
Personal Service	321,800	-	-		321,800
Contractual Services	127,900	265	-		128,165
Supply & Materials	3,200	-	-		3,200
Capital Outlay	1,000	2,092	-		3,092
<b>Total Finance Department</b>	<b>453,900</b>	<b>2,357</b>	<b>-</b>	<b>-</b>	<b>456,257</b>
<b>LEGAL ADMINISTRATION</b>					
Personal Service	329,100	-	-		329,100
Contractual Services	97,650	-	-	5,000 (A)	102,650
Supply & Materials	10,421	-	-		10,421
Capital Outlay	-	-	-		-
<b>Total Legal Administration</b>	<b>437,171</b>	<b>-</b>	<b>-</b>	<b>5,000</b>	<b>442,171</b>
<b>ENGINEERING DEPARTMENT</b>					
Personal Service	147,710	-	-		147,710
Contractual Services	118,800	12,675	-		131,475
Supply & Materials	1,750	-	-		1,750
Capital Outlay	1,600	1,096	-		2,696
<b>Total Engineering</b>	<b>269,860</b>	<b>13,771</b>	<b>-</b>	<b>-</b>	<b>283,631</b>
<b>LEGISLATIVE</b>					
Personal Service	291,800	-	-		291,800
Contractual Services	38,100	-	12,000		50,100
Supply & Materials	13,500	3,340	-		16,840
Capital Outlay	6,000	-	-		6,000
<b>Total Legislative Activity</b>	<b>349,400</b>	<b>3,340</b>	<b>12,000</b>	<b>-</b>	<b>364,740</b>
<b>MAYOR'S COURT</b>					
Personal Service	127,750	-	-		127,750
Contractual Services	66,575	-	-		66,575
Supply & Materials	1,500	-	-		1,500
Capital Outlay	-	-	-		-
<b>Total Mayor's Court</b>	<b>195,825</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>195,825</b>
<b>CIVIL SERVICE</b>					
Personal Service	4,360	-	-		4,360
Contractual Services	13,700	-	12,000		25,700
Supply & Materials	200	-	-		200
<b>Total Civil Service</b>	<b>18,260</b>	<b>-</b>	<b>12,000</b>	<b>-</b>	<b>30,260</b>
<b>CITY HALL BUILDING</b>					
Personal Service	7,000	-	80,200		87,200
Contractual Services	214,400	424	610		215,434
Supply & Materials	38,000	33	400		38,433
Capital Outlay	500	-	-		500
Debt Service	-	-	-		-
<b>Total City Hall Building</b>	<b>259,900</b>	<b>457</b>	<b>81,210</b>	<b>-</b>	<b>341,567</b>
<b>OTHER GENERAL GOVERNMENT</b>					
Personal Services	1,000	-	-		1,000
Supply & Materials	255,000	225	(20,000)		235,225
Transfers-Out	3,165,000	-	600,000		3,765,000
<b>Total - Other General Government</b>	<b>3,421,000</b>	<b>225</b>	<b>580,000</b>	<b>-</b>	<b>4,001,225</b>

CITY OF NORTH ROYALTON  
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 2015-102	Prior Year Encumbrances Ord. 2016-22/51	Prior Amendments Subtotal (5)	Amendments this Ordinance	Total 2016 Appropriations
<b>TOTAL - GENERAL FUND</b>	<b>14,485,232</b>	<b>100,776</b>	<b>828,210</b>	<b>5,000</b>	<b>15,419,218</b>
<b>ENFORCEMENT AND EDUCATIONAL FUND #205</b>					
Personal Service	-	-	11,000	-	11,000
Supply & Materials	25,000	-	-	-	25,000
<b>Total - Enforcement &amp; Education</b>	<b>25,000</b>	<b>-</b>	<b>11,000</b>	<b>-</b>	<b>36,000</b>
<b>DRUG LAW ENFORCEMENT FUND #206</b>					
Supply & Materials	200	-	-	-	200
<b>Total - Drug Law Enforcement</b>	<b>200</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>200</b>
<b>POLICE FACILITY OPERATING FUND #207</b>					
Personal Service	779,650	-	-	-	779,650
Contractual Services	19,900	-	-	-	19,900
Supply & Materials	64,642	-	-	-	64,642
Capital Outlay	2,400	-	-	-	2,400
<b>Total - Police Facility Operating</b>	<b>866,592</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>866,592</b>
<b>LAW ENFORCEMENT TRUST FUND #208</b>					
Supply & Materials	5,000	-	-	-	5,000
<b>Total - Law Enforcement Trust</b>	<b>5,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,000</b>
<b>EMERGENCY MEDICAL SERVICE LEVY FUND #209</b>					
Personal Service	2,486,400	-	-	-	2,486,400
Contractual Services	33,000	6,700	-	-	39,700
Supply & Materials	34,800	1,960	4,100	-	40,860
<b>Total EMS Levy Fund</b>	<b>2,554,200</b>	<b>8,660</b>	<b>4,100</b>	<b>-</b>	<b>2,566,960</b>
<b>MOTOR VEHICLE LICENSE FUND #210</b>					
Traffic Signals	-	-	-	-	-
Street Repair	220,050	300,540	-	-	520,590
Transfers-Out	-	-	-	-	-
<b>Total Motor Vehicle License Fund</b>	<b>220,050</b>	<b>300,540</b>	<b>-</b>	<b>-</b>	<b>520,590</b>
<b>STREET CONSTRUCTION, MAINTENANCE, &amp; REPAIR FUND #211</b>					
Signals & Signs					
Personal Service	-	-	-	-	-
Contractual Services	70,000	6,295	15,000	-	91,295
Supply & Materials	23,000	-	-	-	23,000
	<b>93,000</b>	6,295	15,000	-	114,295
Storm Sewer					
Personal Service	487,910	-	-	-	487,910
Contractual Services	60,375	1,037	-	-	61,412
Supply & Materials	183,700	-	-	(18,490) (B)	165,210
Capital Outlay	-	-	-	18,490 (B)	18,490
	<b>731,985</b>	1,037	-	-	733,022
Street Reconstruction					
Supply & Materials	-	-	-	-	-
Capital Outlay	-	665,059	660,000	-	1,325,059
	-	665,059	660,000	-	1,325,059
Street Construction, Maintenance & Repair					
Personal Service	2,025,780	-	(80,200)	-	1,945,580
Contractual Services	169,795	3,748	(12,600)	-	160,943
Supply & Materials	440,325	22,049	(410)	-	461,964
Capital Outlay	48,200	858	(15,000)	65,038 (C)	99,096
Debt Service	-	-	-	-	-
Transfers-Out	-	-	-	-	-
	<b>2,684,100</b>	26,655	(108,210)	65,038	2,667,583
Snow Removal					
Personal Service	115,500	-	-	-	115,500
Contractual Services	11,500	-	-	-	11,500
Supply & Materials	394,500	290	-	(65,038) (C)	329,752
Capital Outlay	-	-	-	-	-
	<b>521,500</b>	290	-	-	521,790
<b>Total SCMR Fund</b>	<b>4,030,585</b>	<b>699,336</b>	<b>566,790</b>	<b>65,038</b>	<b>5,361,749</b>
<b>STATE HIGHWAY FUND #212</b>					
Street Maintenance & Repair					
Operating Supplies	25,000	-	-	-	25,000
Snow & Ice Removal					
Supply & Materials	65,000	-	-	-	65,000
<b>Total State Highway Fund</b>	<b>90,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>90,000</b>
<b>CITY INCOME TAX FUND #213</b>					
Contractual Services	450,000	-	-	-	450,000

CITY OF NORTH ROYALTON  
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 2015-102	Prior Year Encumbrances Ord. 2016-22/51	Prior Amendments Subtotal (5)	Amendments this Ordinance	Total 2016 Appropriations
<b>Total City Income Tax Fund</b>	<b>450,000</b>	-	-	-	<b>450,000</b>
<b>POLICE LEVY FUND #215</b>					
Personal Services	1,100,000	-	-		1,100,000
Capital Outlay	226,069	18,642	-		244,711
<b>Total - Police Levy Fund</b>	<b>1,326,069</b>	18,642	-	-	<b>1,344,711</b>
<b>FIRE LEVY FUND #216</b>					
Personal Service	1,000,000	-	-		1,000,000
<b>Total Fire Levy Fund</b>	<b>1,000,000</b>	-	-	-	<b>1,000,000</b>
<b>RECYCLING GRANT FUND #217</b>					
Contractual Services	4,000	-	(2,000)		2,000
Supplies & Materials	-	-	4,000		4,000
<b>Total Recycling Grant</b>	<b>4,000</b>	-	2,000	-	<b>6,000</b>
<b>OFFICE ON AGING FUND #219</b>					
Personal Services	180,890	-	-		180,890
Contractual Services	11,550	-	-		11,550
Supply & Materials	11,530	48	-		11,578
Capital Outlay	-	-	-		-
<b>Total Office on Aging</b>	<b>203,970</b>	48	-	-	<b>204,018</b>
<b>COURT COMPUTER FUND #236</b>					
Contractual Services	10,000	-	-		10,000
Operating Supplies	5,000	-	-		5,000
Capital Outlay	10,000	415	15,000		25,415
<b>Total Court Computer</b>	<b>25,000</b>	415	15,000	-	<b>40,415</b>
<b>COMMUNITY DIVERSION PROGRAM FUND #237</b>					
Personal Services	15,000	-	-		15,000
Contractual Services	1,000	-	-		1,000
Operating Supplies	1,500	-	-		1,500
Capital Outlay	-	-	-		-
<b>Total Community Diversion</b>	<b>17,500</b>	-	-	-	<b>17,500</b>
<b>ENTERPTISE ZONE FUND #239</b>					
Contractual Services	750	-	-		750
<b>Total Enterprise Zone Fund</b>	<b>750</b>	-	-	-	<b>750</b>
<b>YMCA SPECIAL REVENUE FUND #249</b>					
Contractual Services	-	5,300	-		5,300
Transfers-Out	566,313	-	213,531		779,844
<b>Total Enterprise Zone Fund</b>	<b>566,313</b>	5,300	213,531	-	<b>785,144</b>
<b>ACCRUED BALANCES FUND #260</b>					
Personal Service	-	-	71,400	85,000 (D)	156,400
Transfers-Out	-	-	-	-	-
<b>Total AB Fund</b>	<b>-</b>	<b>-</b>	<b>71,400</b>	<b>85,000</b>	<b>156,400</b>
<b>POLICE PENSION FUND #261</b>					
Personal Service	621,670	-	-		621,670
<b>Total Police Pension Fund</b>	<b>621,670</b>	-	-	-	<b>621,670</b>
<b>FIRE PENSION FUND #262</b>					
Personal Service	735,277	-	-		735,277
<b>Total Police Pension Fund</b>	<b>735,277</b>	-	-	-	<b>735,277</b>
<b>GENERAL BOND RETIREMENT FUND #321</b>					
Supply & Materials	25,000	-	-		25,000
Debt Service - Interest	471,600	-	252,850		724,450
Debt Service - Principal	1,112,035	-	265,001		1,377,036
<b>Total General Bond Retirement</b>	<b>1,608,635</b>	-	517,851	-	<b>2,126,486</b>
<b>SPECIAL ASSESSMENT FUND #341</b>					
Other	-	-	-		-
Debt Service	144,000	-	23,150		167,150
<b>Total Special Assessment Fund</b>	<b>144,000</b>	-	23,150	-	<b>167,150</b>
<b>SERVICE CAPITAL FUND #430</b>					
Capital Outlay	70,000	-	(70,000)		-
Debt Service	-	-	70,000	761 (E)	70,761
<b>Total Rec Capital Improvement</b>	<b>70,000</b>	-	-	761	<b>70,761</b>
<b>RECREATION CAPITAL IMPROVEMENT FUND #431</b>					
Recreation Capital Improvement					
Contractual Services	10,000	-	50,000		60,000

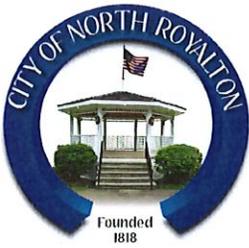
CITY OF NORTH ROYALTON  
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 2015-102	Prior Year Encumbrances Ord. 2016-22/51	Prior Amendments Subtotal (5)	Amendments this Ordinance	Total 2016 Appropriations
Capital Outlay	-	-	-	-	-
<b>Total Rec Capital Improvement</b>	<b>10,000</b>	-	<b>50,000</b>	-	<b>60,000</b>
<b>FUTURE CAPITAL IMPROVEMENT FUND #432</b>					
Contractual Services	-	-	-	-	-
Capital Outlay	-	11,673	350,000	-	361,673
Debt Service	-	-	-	-	-
Transfers-Out	280,000	-	85,000	-	365,000
<b>Total Future Capital Improvement Fund</b>	<b>280,000</b>	<b>11,673</b>	<b>435,000</b>	-	<b>726,673</b>
<b>STORM AND SEWER DRAINAGE FUND #433</b>					
Contractual Services	71,400	6,360	462,644	88,275 (F)	628,679
Capital Outlay	1,615,000	36,885	-	-	1,651,885
Debt Service	-	-	-	-	-
Transfers-Out	978,400	-	-	-	978,400
<b>Total Storm &amp; Sewer Drainage</b>	<b>2,664,800</b>	<b>43,245</b>	<b>462,644</b>	<b>88,275</b>	<b>3,258,964</b>
<b>FIRE CAPITAL IMPROVEMENT FUND #434</b>					
Contractual Services	-	-	-	-	-
Operating Supplies	-	-	-	-	-
Capital Outlay	850,000	92,044	(650,000)	-	292,044
Debt Service	-	-	-	108,000 (G)	108,000
Transfer Out	200,000	-	-	-	200,000
<b>Total Fire Capital Imp. Fund</b>	<b>1,050,000</b>	<b>92,044</b>	<b>(650,000)</b>	<b>108,000</b>	<b>600,044</b>
<b>YMCA CAPITAL RESERVE FUND #437</b>					
Contractual Services	-	-	10,000	-	10,000
Operating Supplies	-	-	-	-	-
Capital Outlay	-	-	225,000	-	225,000
<b>Total YMCA Capital Imp Fund</b>	<b>-</b>	<b>-</b>	<b>235,000</b>	<b>-</b>	<b>235,000</b>
<b>ISSUE 1 - BENNETT ROAD FUND #442</b>					
Contractual Services	-	1,366	-	-	1,366
Capital Outlay	-	-	-	-	-
Debt Service	-	-	-	-	-
<b>Total Bennett Road Fund</b>	<b>-</b>	<b>1,366</b>	<b>-</b>	<b>-</b>	<b>1,366</b>
<b>WATER MAIN FUND #445</b>					
Contractual Services	-	56,200	-	-	56,200
Operating Supplies	-	-	-	-	-
Capital Outlay	765,000	-	400,000	-	1,165,000
<b>Total Water Main Fund</b>	<b>765,000</b>	<b>56,200</b>	<b>400,000</b>	<b>-</b>	<b>1,221,200</b>
<b>ISSUE 1 - SPRAGUE ROAD FUND #451</b>					
Contractual Services	-	2,109	36,400	-	38,509
Capital Outlay	-	-	4,600	-	4,600
Debt Service	-	-	-	-	-
Transfer Out	-	-	17,887	-	17,887
Advance Out	-	-	1,172,594	-	1,172,594
<b>Total YMCA Capital Imp Fund</b>	<b>-</b>	<b>2,109</b>	<b>1,231,481</b>	<b>-</b>	<b>1,233,590</b>
<b>WASTEWATER TREATMENT FUND #551</b>					
Sanitary Sewer Treatment					
Personal Services	1,181,900	-	-	-	1,181,900
Contractual Services	2,846,350	104,776	-	-	2,951,126
Supply & Materials	248,900	10,570	-	-	259,470
Capital Outlay	798,000	4,321	4,494,000	-	5,296,321
Transfer-Out	-	-	-	-	-
Compost Facility					
Personal Services	-	-	-	-	-
Contractual Services	30,100	-	-	-	30,100
Supply & Materials	500	-	-	-	500
Capital Outlay	-	-	-	-	-
<b>Total Wastewater Treatment</b>	<b>5,105,750</b>	<b>119,667</b>	<b>4,494,000</b>	<b>-</b>	<b>9,719,417</b>
<b>WASTEWATER MAINTENANCE FUND #552</b>					
Personal Service	803,800	-	-	-	803,800
Contractual Services	164,050	3,000	75,000	-	242,050
Supply & Materials	159,450	732	-	-	160,182
Capital Outlay	30,000	-	-	-	30,000
Debt Service	45,380	-	-	-	45,380
<b>Total WW Maintenance Fund</b>	<b>1,202,680</b>	<b>3,732</b>	<b>75,000</b>	<b>-</b>	<b>1,281,412</b>
<b>WASTEWATER DEBT SERVICE FUND #553</b>					
Debt Service	1,387,063	-	88,250	30,550 (H)	1,505,863
<b>Total WW Debt Service Fund</b>	<b>1,387,063</b>	<b>-</b>	<b>88,250</b>	<b>30,550</b>	<b>1,505,863</b>

CITY OF NORTH ROYALTON  
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 2015-102	Prior Year Encumbrances Ord. 2016-22/51	Prior Amendments Subtotal (5)	Amendments this Ordinance	Total 2016 Appropriations
<b>WASTEWATER REPAIR AND REPLACEMENT FUND #555</b>					
Capital Outlay	874,000	344,948	-		1,218,948
Transfers-Out	300,000	-	-		300,000
<b>Total WW Repair &amp; Replacem't</b>	<b>1,174,000</b>	<b>344,948</b>	<b>-</b>	<b>-</b>	<b>1,518,948</b>
<b>IMPROVEMENT HOLDING FUND #763</b>					
Refunds	200,000	-	-		200,000
<b>Total Improvement Holding Fund</b>	<b>200,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>200,000</b>
<b>OHIO BOARD OF BUILDING STANDARDS FUND #764</b>					
Other	2,000	-	-		2,000
<b>Total OBBS Fund</b>	<b>2,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,000</b>
<b>BUILDING CONSTRUCTION BOND FUND #766</b>					
Transfer	-	-	-		-
Other	75,000	-	-		75,000
<b>Total Bldg. Construction Bond</b>	<b>75,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>75,000</b>
<b>OFFICE ON AGING DEPOSITS FUND #768</b>					
Other	3,000	-	-		3,000
<b>Total Office on Aging Deposits</b>	<b>3,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,000</b>
<b>UNCLAIMED FUNDS #769</b>					
Other	5,000	-	-		5,000
<b>Total Unclaimed Funds</b>	<b>5,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,000</b>
-					
<b>FUND TOTALS</b>	<b>\$ 42,974,336</b>	<b>\$ 1,808,701</b>	<b>\$ 9,074,407</b>	<b>\$ 382,624</b>	<b>\$ 54,240,067</b>





# City of North Royalton

Mayor Robert A. Stefanik

**Nick Cinquepalmi**

*Service Director*

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee – Steve Muller, Chairman  
Larry Antoskiewicz, Vice Chair  
John Nickell

FROM: Nick Cinquepalmi, Service Director

DATE: October 25, 2016

RE: Case Backhoe Purchase

We are requesting legislation be drawn up for approval at next Council Meeting of November 1, 2016 for state purchase with the following information:

- **Case Model: 580SN 4WD Backhoe w/ extra buckets @ \$92,623.85**

Vendor: Southeastern Equipment Co., Inc.  
1500 Industrial Pkwy  
Brunswick, Ohio 44212  
330-225-6511  
330-225-3510 Fax  
Contract STS Schedule Number: 800185  
Index Number: STS515

I have attached the quote for your review and would like to note that the cost will be lower since we will be trading in our current 580L Backhoe for \$21,500, bringing the cost down to \$71,123.85.

If there are any questions, please call. Thanks.

/aca

c: Mayor Robert Stefanik  
Thomas A. Kelly, Law Director  
Eric Dean, Finance Director  
File

