

DATE: November 1, 2021
INTRODUCED BY: Mayor Corcoran
REFERRED TO: _____
TEMPORARY NO: T 134-2021

1st READING: November 1, 2021
2nd READING: Dispensed
3rd READING: Dispensed
ADOPTED: November 1, 2021
EMERGENCY: November 1, 2021

RESOLUTION NO. 1538-2021

A RESOLUTION TO AUTHORIZE THE EXECUTION OF THEN AND NOW CERTIFICATES BY THE FISCAL OFFICER AND THE PAYMENT OF AMOUNTS DUE FOR VARIOUS PURCHASE ORDERS AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ohio Revised Code Section 5705.41(D)(1), the City may not enter into any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the City's Fiscal Officer that the amount required to meet the obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

WHEREAS, Ohio Revised Code Section 5705.41(D)(1) further provides that in such circumstances when no certificate is furnished as required and the expenditure is for \$3,000.00 or more, the City's Council, as the City's taxing authority, may authorize the drawing of a warrant in payment of amounts due upon such contract or order upon certification by the City's Fiscal Officer that there was at the time of the execution of such certificate a sufficient sum appropriated for such purpose in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

WHEREAS, the City's Fiscal Officer certifies that the expenditure was and is properly appropriated and otherwise lawful; sufficient funds were and are available or in the process of collection to the credit of the proper fund, and the funds were and are free from any previous encumbrance; and

WHEREAS, the City is issuing Then and Now Certificates in connection with payments due and owing as shown in Exhibit A attached; and

WHEREAS, City Council deems it to be in the best interest of the health, safety and welfare of the City to approve the execution by the City Fiscal Officer of Then and Now Certificates, and to authorize the payment of amounts due under the contracts or orders requiring the expenditure of \$3,000.00 or more.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. City Council, pursuant to Ohio Revised Code Section 5705.41(D)(1), hereby approves the execution of the Then and Now Certificates by the Fiscal Officer and authorized payment due and owing as shown in Exhibit A attached and incorporated herein.

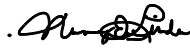
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure, the emergency being in order to provide the necessary resources to pay for the various purposes. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: November 1, 2021



PRESIDENT OF COUNCIL

ATTEST : 

CLERK OF COUNCIL

APPROVED: Nov 4, 2021



MAYOR

EXHIBIT A

City of North Ridgeville
Then and Now Certification Summary

	<u>Certification Date</u>	<u>Invoice Date</u>	<u>Amount</u>	<u>Purpose</u>
Cuyahoga County Board of Health	9/30/2021	9/20/2021	9,445.00	NPDES Pashe II Stormwater
Denny's Mower Repair	9/30/2021	9/29/2021	4,529.00	Ring saw with blades

DATE: September 7, 2021
INTRODUCED BY: Mayor Corcoran
REFERRED TO: COW on 09/07/2021
TEMPORARY NO.: T 107-2021
COW on 10/04/2021
Report accepted on 10/18/2021

1ST READING: September 7, 2021
2ND READING: November 1, 2021
3RD READING: Dispensed
ADOPTED: November 1, 2021
EMERGENCY: November 1, 2021

ORDINANCE NO. 5871-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ACCORDING TO LAW, AND IN A MANNER PRESCRIBED BY LAW, WITH R.E. WARNER, AN ENGINEERING DESIGN FIRM, FOR THE DESIGN OF AN ALTERNATE LOCATION FOR THE FRENCH CREEK WASTEWATER TREATMENT PLANT INFLUENT BAR SCREENING SYSTEM, NOT TO EXCEED \$55,800.00 AND DECLARING AN EMERGENCY.

WHEREAS, the bar screening units located at the French Creek Wastewater Treatment Plant are over fifteen (15) years old and are located in the wet-well; and

WHEREAS, the screening units have been damaged numerous times since installation due to flooding of the wet-well; and

WHEREAS, designing a new location to house the bar screening units near the grit building will remove the units from flood risk, reduce the initial screen cost, and reduce maintenance over time; and

WHEREAS, R.E. Warner has previously completed preliminary engineering for this project and has provided the City with a proposal to provide the following services: survey existing locations and prepare a site plan; architectural/engineering of the prefab building; prepare design, drawings, details and specifications; meet with vendors; perform field visits; provide drawings; generate bid specs; provide project management and support services, along with other services.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to enter into a contract, according to law and in a manner prescribed by law, with R.E. Warner, an engineering design firm, for the design of an alternate location for the French Creek Wastewater Treatment Plant influent screening system, not to exceed \$55,800.00.

SECTION 2. The cost of said engineering design services for this project shall be charged to and paid from the appropriate fund.


SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to install the bar screening system to reduce flood risk, reduce the screen costs, and reduce maintenance over time, therefore, benefiting the health and safety of welfare of the community. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: November 1, 2021



PRESIDENT OF COUNCIL

ATTEST: 

CLERK OF COUNCIL

APPROVED: Nov 4, 2021



MAYOR

DATE: September 7, 2021
INTRODUCED BY: Petition of Osibas, Ltd.
REFERRED TO: B&L & PC on 09/07/2021
TEMPORARY NO.: T 104-2021

1ST READING: September 7, 2021
2ND READING: October 18, 2021
3RD READING: November 1, 2021
ADOPTED: November 1, 2021

PC on 09/14/2021
PC Report accepted on 09/20/2021
B&L on 09/23/2021
B&L Report accepted on 10/04/2021
Public hearing on 10/18/2021

ORDINANCE NO. 5872-2021

AN ORDINANCE AMENDING SECTION 1240.01 OF THE CODIFIED ORDINANCES OF THE CITY OF NORTH RIDGEVILLE, OHIO, KNOWN AS THE ZONING CODE ORDINANCE, TO REZONE THE FOLLOWING LAND: 8540 ROOT ROAD; PARCEL NUMBER 07-00-014-103-327 AND OWNED BY OSIBAS, LTD. FROM R-1 RESIDENCE DISTRICT TO B-3 HIGHWAY COMMERCIAL DISTRICT.

WHEREAS, by the present official zoning map and zoning Ordinance of the City of North Ridgeville, County of Lorain and State of Ohio, the following described parcel is situated in an R-1 Residence District; and

WHEREAS, the parcel described in the attached **Exhibit "A"** is owned by Osibas, Ltd.; and

WHEREAS, in the opinion of City Council and upon the recommendation of the North Ridgeville Planning Commission, it would be conducive to the public welfare and safety and not detrimental to the community to have said real estate parcel rezoned from R-1 Residence District to B-3 Highway Commercial District.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO:

SECTION 1. Section 1240.01 of the codified Ordinances of the City of North Ridgeville, Ohio, being the zoning Ordinances of said City, and the official zoning map appended thereto in Sections 1248.01 and 1248.02, be and the same is hereby amended so as to provide that from and after the effective date of this Ordinance, the following described land: a portion of real land located at 8540 Root Road; Parcel number 07-00-014-103-327 and owned by Osibas, Ltd. shall be and hereby is changed from R-1 Residence District to B-3 Highway Commercial District and more particularly described in the attached Exhibit "A".

SECTION 2. That upon the effective date of this Ordinance, the Chief Building Official shall cause the official zoning map to be changed and corrected so as to show the B-3 Highway Commercial District created.

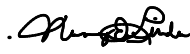
SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: November 1, 2021



PRESIDENT OF COUNCIL

ATTEST: 

CLERK OF COUNCIL

APPROVED: Nov 4, 2021



MAYOR

Exhibit "A"

- Situated in the Township of Ridgeville, County of Lorain and State of Ohio, and being known as part of Original Lot No. 14 of said Township, bounded and described as follows:

*** In Deed Volume 149/119

Beginning at the intersection of the center line of the Root Road and Butternut Ridge Road so called; thence along the center line of the Butternut Ridge Road, South 42 degrees 52' West, 88.04 feet to a point, being the southeasterly corner of lands in Lot No. 14 now owned by the Board of Education of Ridgeville Township, as recorded in Volume 12, Page 372, Lorain County Records of Deeds; thence North 48 degrees 46' West 188 feet to an iron pin; and passing thru an iron in set 30.01 feet northerly from the center line of said Road, being the point of beginning of lands herein described; thence south 42 degrees 52' West along the northerly line of lands of the Board of Education of Ridgeville Township, as recorded in Volume 12, Page 372, Lorain County Records of Deeds, 115.50 feet to an iron pin in the Easterly line of lands in Original Lot No. 14, now owned by August and Emma Rindfleisch and Michael and Catherine Aulenbacher; thence along the Easterly line of said August and Emma Rindfleisch and Michael and Catherine Aulenbacher,

lands North 48 degrees 46' West, 426.35 feet to an iron pin in the Southerly line of said lands of August and Emma Rindfleisch and Michael and Catherine Aulenbacher; thence along the southerly line of said August and Emma Rindfleisch and Michael and Catherine Aulenbacher, lands, North 41 degrees 43' East, 377.67 feet to the center line of the Root Road, passing thru an iron pin set 31.10 feet westerly therefrom; thence along the center line of the Root Road, South 33 degrees 0' East, 385.40 ft., to a point; thence, south 42 degrees 52' West, 157.60 feet to an iron pin, and passing thru an iron pin set 30.94 feet Westerly from the center line of said road; thence, south 48 degrees 46' East, a distance of 60 feet to a point of beginning of lands herein described, containing within said bounds 2.919 acres of land as surveyed by Warden & Laundon, August 7th, 1923. EXCEPTING THEREFROM .02 Acres known as the Street Dedication Plat of Root Road, filed in Plat Volume 91, Page 39 of Lorain County Records.** Parcel No. 07-00-014-103-327

* City of North Ridgeville

Situated in the Township of Ridgeville, County of Lorain and State of Ohio: And known as being part of Original Ridgeville Township Lot No. 14, and bounded and described as follows:

Beginning on the center line of Root Road, so-called, at its point of intersection with the Northerly line of lands conveyed to the Ridgeville Township Board of Education by Appropriation Record 3, Page 99, Lorain County Probate Court;

Thence North 33 degrees 00' West along the center line of said Root Road, 300 feet; ** Intending to convey 2.899 Acres

Thence South 41 degrees 43' West, 455.42 feet to an iron pin, and passing through an iron pin 31.10 feet Southerly from the center line of said Road;

Thence South 33 degrees 00' East, 289.84 feet to an iron pin;

Thence South 48 degrees 46' East, 376.15 feet to an iron pin;

Thence North 41 degrees 43' East, 75.0 feet to an iron pin in the Westerly line of lands of Ridgeville Township Board of Education as aforesaid;

Thence North 48 degrees 46' West along the Westerly line of said lands of Ridgeville Township Board of Education, 366.35 feet to an iron pin on the Northerly line of said lands;

Thence North 41 degrees 43' East along the Northerly line of said Ridgeville Township Board of Education lands, 377.67 feet to the place of beginning, and containing within said bounds 3.6566 Acres of land as surveyed by Laundon & Huffman, Registered Surveyors, September, 1958.

Parcel No. 07-00-014-103-027

Situated in the City of North Ridgeville, County of ~~Lorain~~ ^{***Lorain} and State of Ohio:
 And being a part of Original Ridgeville Township Lot No. 14; and also a part of
 land as conveyed by Fred H. and Amanda A. Stobe to Harold D. and Lorna I.
 Sweet by deed dated December 5, 1960, and recorded in Volume 786, Page 695 of
 Lorain County Deed Records, bounded and described as follows:

Beginning at a point on the center line of Root Road and distant southeasterly along
 the center line of Root Road a distance of 1467.36 feet from the center line
 intersection of Chestnut Ridge Road and Root Road, to the northeasterly corner of
 land as conveyed to The Ridgeville Township Board of Education by deed dated
 December 10, 1958 and recorded in Volume 735, Page 185 of Lorain County Deed
 Records; thence South 41 degrees 43 minutes West along the northerly line as
 conveyed to The Ridgeville Township Board of Education a distance of 301.20 feet
 to the principle place of beginning; thence continuing South 41 degrees 43 minutes
 West a distance of 154.28 feet to the most northwesterly corner of land as conveyed
 to the Ridgeville Township Board of Education; thence North 33 degrees 00
 minutes West, and is the extension of the westerly line of land as conveyed to the
 Ridgeville Township Board of Education, a distance of 219.63 feet to the center
 line of a creek or ditch; thence North 28 degrees 24 minutes 40 seconds East along
 the center line of said ditch a distance of 67.00 feet; thence North 7 degrees 03
 minutes East along the center line of ditch a distance of 76.55 feet; thence North 32
 degrees 55 minutes 30 seconds West along the center line of ditch a distance of
 45.90 feet; thence North 2 degrees 37 minutes 10 seconds West along the center
 line of ditch a distance of 81.81 feet to the westerly line of land as retained by Fred
 H. and Amanda A. Stobe; thence South 32 degrees 54 minutes East along the
 westerly line of land as retained by Fred H. and Amanda A. Stobe a distance of
 386.12 feet to the southwestly corner of land as conveyed to Fred H. and Amanda
 A. Stobe to Joseph H. and Barbara Brown, by deed dated September 6, 1961, and
 recorded in Volume 805, Page 23 of Lorain County Deed Records, and is the
 principle place of beginning. Containing within said bounds 0.935 acres of land, be
 the same more or less, subject to all legal highways. As surveyed and described by
 J. H. Certz, Registered Engineer and Surveyor. * Excepting there from

Parcel No. 07-00-014-103-101 .55 Acres deed to the State of Ohio in
 Property Address: 8540 Root Road, North Ridgeville, Ohio 44039 Deed Volume
 1044 page

292 Lorain County Records. Intending
 TO HAVE AND TO HOLD the above premises with the appurtenances thereunto

DATE: September 7, 2021
INTRODUCED BY: Mayor Corcoran
REFERRED TO: COW on 09/07/2021
TEMPORARY NO: T 109-2021
COW on 09/20/2021
COW Report accepted on 10/04/2021

1st READING: September 7, 2021
2nd READING: October 18, 2021
3rd READING: November 1, 2021
ADOPTED: November 1, 2021
EMERGENCY: November 1, 2021

ORDINANCE NO. 5873-2021

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE CITY OF AVON FOR THE CONSTRUCTION OF A TRAFFIC ROUNDABOUT AT THE INTERSECTION OF STONEY RIDGE ROAD, MILLS ROAD, AND AVALON DRIVE AND DECLARING AN EMERGENCY.

WHEREAS, the cities of North Ridgeville and Avon are desirous of improving their respective communities and benefitting the motoring public by replacing the increasingly congested crossroad intersection located on the boundary of the two municipalities and Stoney Ridge Road, Mills Road, and Avalon Drive with a “peanut shaped” single lane roundabout.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor of the City of North Ridgeville is hereby authorized to enter into a Cooperative Agreement with the City of Avon, in a form substantially similar to the agreement attached hereto and marked as **Exhibit “A”**.

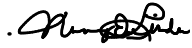
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to move forward with the project as soon as possible. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: November 1, 2021



PRESIDENT OF COUNCIL

ATTEST : 

CLERK OF COUNCIL

APPROVED: Nov 4, 2021



MAYOR

Exhibit “A”**COOPERATIVE AGREEMENT BETWEEN THE CITY OF NORTH RIDGEVILLE AND THE CITY OF AVON, OHIO, FOR THE CONSTRUCTION OF A TRAFFIC ROUNDABOUT AT THE INTERSECTION OF STONEY RIDGE ROAD, MILLS ROAD AND AVALON DRIVE.**

This Agreement entered into this ___ day of _____, 2021, by and between the **CITY OF NORTH RIDGEVILLE**, an Ohio municipal corporation located at 7307 Avon Belden Road, North Ridgeville, Ohio 44039, (hereinafter “North Ridgeville”) and the **CITY OF AVON**, located at 36080 Chester Road, Avon, Ohio 44011 (hereinafter “Avon”).

WITNESSETH:

WHEREAS, the administrative officers and the elected City Council representatives of the municipalities which are parties to this Cooperative Agreement are desirous of improving their respective communities as well as bringing benefit to the traveling public in general by replacing the increasingly congested existing traditional crossroad intersections located on the boundary of the two municipalities at Stoney Ridge Road, Mills Road and Avalon Drive, with a continuous flowing circular traffic roundabout (“the Roundabout Project”); and

WHEREAS, the elected Council of the City of North Ridgeville, by Ordinance no. ___ passed on ___, _____ 2021 has authorized execution of this Cooperative Agreement by the undersigned Mayor, and thus pledged the City’s participation in this joint road improvement project; and

WHEREAS, the elected Council of the City of Avon, by Ordinance no. _____ passed on _____, ___ 2021, has authorized execution of this Cooperative Agreement by the undersigned Mayor, and thus pledged the City’s participation in this joint road improvement project; and

WHEREAS, the City of North Ridgeville intends to submit an application to the State of Ohio Public Works Commission and the Ohio Department of Transportation (as well as any other viable source of public grant monies) for a grant of funds in the maximum amount available which shall be expended to satisfy the costs of the Roundabout Project, and:

WHEREAS, the City of North Ridgeville will cover all costs associated with the construction services and the City of Avon will reimburse the City of North Ridgeville for sidewalk, multi-purpose trail improvements and all necessary appurtenances that are to occur with the City of Avon's right-of-way as shown in the attached Exhibit B. All other project construction costs will be the responsibility of the City of North Ridgeville; and

WHEREAS, the City of North Ridgeville shall act as the Lead Agency for the Roundabout Project, and shall be charged with the responsibility of overseeing the construction process. Further, as the Lead Agency, North Ridgeville shall conduct the public bidding and contract awarding process as dictated by Ohio law; and

WHEREAS, therefore, North Ridgeville and Avon wish to enter into this Cooperative Agreement pursuant to the provisions of Ohio Revised Code Sections 727.41 and 5557.09, and the applicable local ordinances of the respective participating municipalities in order to provide for the designation of the lead responsibility with respect to the project, and for the City of North Ridgeville to cover all project costs including but not limited to construction of improvements, construction supervision, contract administration, and related items, and any right-of-way acquisition and/or utilities relocation as necessitated by the project.

NOW, THEREFORE, in consideration of the promises, terms, conditions and considerations herein, North Ridgeville and Avon agree as follows:

1. North Ridgeville shall be designated Lead Agency for the construction of the

Roundabout Project, and for application to the State of Ohio and/or any other source for grant funds to satisfy the cost of the project.

2. All costs incurred in the construction of the Roundabout Project, after application of any and all State grant funds or funds from other public third party source shall be satisfied by the City of North Ridgeville. As Lead Agency for the Roundabout Project, North Ridgeville shall provide itemized invoices for one hundred percent (100%) of the costs incurred to Avon who shall then reimburse North Ridgeville by delivering payment to the Office of the Engineer of the City of North Ridgeville within sixty (60) days of the date of invoice.

3. With regard to the bid specifications and construction inspection services required for the project, North Ridgeville shall retain the necessary construction services. The construction costs incurred as identified in this document shall be satisfied by North Ridgeville and Avon pursuant to paragraph 2 of this Cooperative Agreement appearing above. The City of North Ridgeville agrees to work in an expeditious, cooperative and forthright manner with the construction contractor in providing all necessary services. The costs incurred by the City of North Ridgeville to provide these services shall be 100% the responsibility of the City of North Ridgeville, with Avon submitting reimbursement to the City of North Ridgeville for sidewalk, multi-purpose trail improvements and all necessary appurtenances work that is to occur in the City of Avon's right of way. Should, at a future date, the City of North Ridgeville, the City of Avon and the construction contractor desire to shift the provision of other construction services, it shall be acceptable if agreed to in writing by the construction contractor and the Mayors of both communities.

4. Following completion of construction, all costs incurred in the maintenance of the Roundabout Project improvements, including the road surface and drainage, shall be the sole

responsibility of the participating municipality if it is within that municipality's right of way. As Lead Agency for the project, North Ridgeville will be responsible for the performance or contracting of all reasonably necessary maintenance. North Ridgeville shall then provide itemized invoices for one hundred percent (100%) of the sidewalk, multi-purpose trail improvements and all necessary appurtenances costs incurred to Avon who shall reimburse North Ridgeville by delivering payment to the Office of the Engineer of the City of North Ridgeville within sixty (60) days of the date of invoice.

A. The costs for construction and maintenance of the landscaping or other improvements within the interior green space of the roundabout shall be the responsibility of the City of North Ridgeville, unless specifically agreed in writing to the contrary by both parties. The nature of the improvements and the mechanics of regular maintenance shall be governed by separate agreement executed between the municipalities as a supplement to this cooperative agreement. Notwithstanding the supplemental agreement, the parties mutually agree herein that the improvement and maintenance of the internal green space shall be of an esthetic quality sufficient to appropriately represent each community in a most positive manner at that City's entrance point and at a cost deemed an objectively reasonable expenditure of public funds.

5. This Agreement may be amended or modified only by a duly authorized written agreement between the parties that may provide for such additional terms and conditions as may be later agreed upon for the joint construction of the referenced project.

6. This constitutes the entire agreement of the parties with regard to the subject matter detailed within, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements of the parties. No modification or amendment of this agreement shall be binding upon the parties unless the same is in writing and

signed by the respective parties hereto. This agreement shall be subject to and governed by the laws of the State of Ohio.

7. The waiver of any party hereto of a breach or violation of any provision of this agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or any other provision. No waiver shall be binding unless it is in writing, and no course of dealing, delay or omission in the exercise of any rights shall operate as a waiver.

8. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

9. The undersigned representatives of each of the municipal entities hereby represent and warrant that he/she is the duly authorized executive officer or agent of such party, that each party has approved this agreement by appropriate legal and/or legislative action, and that this agreement constitutes a valid and binding contract and agreement properly undertaken and binding upon each of the parties.

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

Signed in the presence of:

CITY OF NORTH RIDGEVILLE

By: _____
Kevin Corcoran, Mayor

CITY OF AVON

By: _____

Bryan K. Jensen, Mayor

CERTIFICATE OF LAW DIRECTOR OF NORTH RIDGEVILLE

I hereby certify that I have reviewed and approved the form of the foregoing Agreement
this _____ day of _____, 2021.

Brian Moriarty, Law Director
City of North Ridgeville

CERTIFICATE OF LAW DIRECTOR OF AVON

I hereby certify that I have reviewed and approved the form of the foregoing Agreement
this _____ day of _____, 2021.

John Gasior, Law Director
City of Avon

CERTIFICATION OF FUNDS

I, April Wilkerson, Deputy Auditor of the City of North Ridgeville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date _____

Deputy Auditor

CERTIFICATION OF FUNDS

I, Bill Logan, Director of Finance of the City of Avon, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date _____

Director of Finance

EXHIBIT "B"

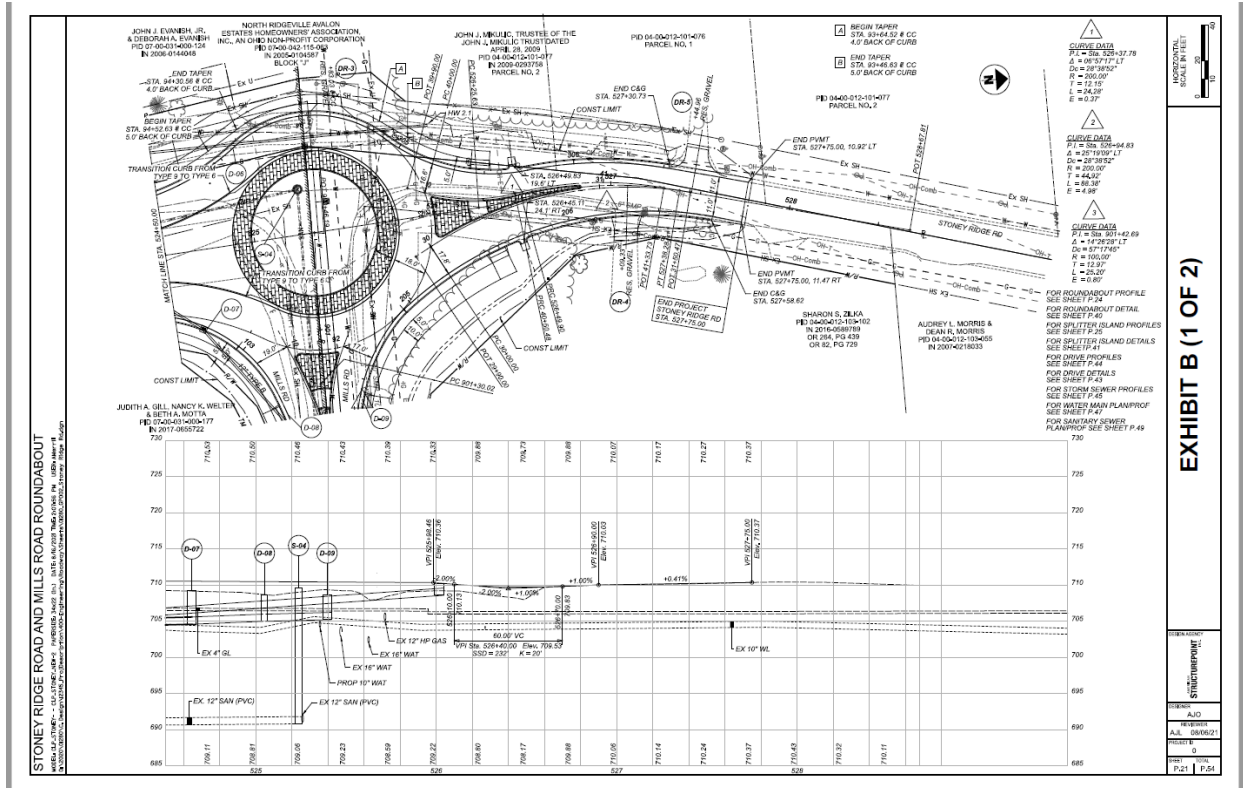


EXHIBIT B (1 OF 2)

SCALE IN FEET

DATE: 08/05/21

PROJECT: STONEY RIDGE ROAD AND MILLS ROAD ROUNDABOUT

REVISION: 1

BY: [Signature]

DATE: 08/05/21

PROJECT: STONEY RIDGE ROAD AND MILLS ROAD ROUNDABOUT

REVISION: 1

BY: [Signature]

DATE: 08/05/21

