

September 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 <i>LABOR DAY</i> 	3 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS, UTILITIES, AND R&D 6:00	4 PLANNING COMMISSION 7:00 CAUCUS 6:45	5	6	7
8	9 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	10	11	12	13	14
15	16	17 FAIR HOUSING BOARD MTG 5:00 – COMM ROOM #2 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	18	19 BZA 7:00 CAUCUS 6:45	20	21
22	23	24 RECREATION BOARD 6:00	25	26	27	28
29	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
SEPTEMBER 3, 2019**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

REGULAR ORDER OF BUSINESS

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: July 16, 2019
 - b. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Larry Antoskiewicz
Review & Oversight	Dan Kasaris
Safety	Dan Langshaw
Storm Water	Gary Petrusky
Streets	Cheryl Hannan
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

THIRD READING CONSIDERATION

1. **19-59 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 12 PLANNING AND ZONING CODE, CHAPTER 1270 RESIDENTIAL DISTRICTS (OTHER THAN SENIOR CITIZEN AND RURAL RESIDENTIAL DISTRICTS) SECTION 1270.12 YARDS FOR ACCESSORY BUILDINGS AND USES, PARAGRAPH (a)(B), AND DECLARING AN EMERGENCY. First reading July 2, 2019 and referred to Planning Commission. Second reading July 16, 2019. Planning Commission Public Hearing August 7, 2019. Planning Commission recommended approval August 7, 2019.**

FIRST READING CONSIDERATION

- * 1. **19-68 - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF RICHARD ARRENDALE.**
- * 2. **19-69 - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF MIKE LUNG.**

- * 3. **19-70** - A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF ROBERT J. BOKAR TO THE POLICE RESERVES, AND DECLARING AN EMERGENCY.
- * 4. **19-71** - A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW COUNCIL ON THE CITY OF NORTH ROYALTON'S ENTERPRISE ZONE AGREEMENTS, AND DECLARING AN EMERGENCY.
- * 5. **19-72** - A RESOLUTION AUTHORIZING THE MAYOR TO SEEK FINANCIAL ASSISTANCE FROM THE STATE ISSUE 1 INFRASTRUCTURE BOND PROGRAM FOR FUNDING OF VARIOUS CAPITAL INFRASTRUCTURE IMPROVEMENT PROJECTS, AND DECLARING AN EMERGENCY.
- 6. **19-73** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 18-117 AS AMENDED BY ORDINANCES 19-37, 19-53 AND 19-60 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2019 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
- 7. **19-74** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWO ADMINISTRATION CODE, CHAPTER 220 COUNCIL, SECTION 220.06 RULES OF COUNCIL, RULE XI, AND DECLARING AN EMERGENCY.
- 8. **19-75** - AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT FOR THE NORTH ROYALTON WASTEWATER FILTER BUILDING UPGRADE PROJECT BETWEEN THE CITY OF NORTH ROYALTON AND THE OHIO WATER DEVELOPMENT AUTHORITY, AND DECLARING AN EMERGENCY.
- 9. **19-76** - AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AND RECORD A DEED TRANSFERRING PERMANENT PARCEL NUMBER 488-08-011 (11371 STATE ROAD) FROM THE NORTH ROYALTON REUTILIZATION PROGRAM TO THE CITY OF NORTH ROYALTON, APPROVING A LOT CONSOLIDATION OF SAID PARCEL WITH PERMANENT PARCEL NUMBER 488-08-004 (THE YMCA), AND DECLARING AN EMERGENCY.
- 10. **19-77** - AN ORDINANCE AUTHORIZING A SECOND SUPPLEMENTAL OPERATING AGREEMENT IN CONNECTION WITH THE NORTH ROYALTON YMCA RECREATION CENTER, AND DECLARING AN EMERGENCY.
- 11. **19-78** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE CITY OF PARMA FOR THE SPRAGUE ROAD RECONSTRUCTION AND WIDENING PROJECT REGARDING THE SANITARY SEWER CONSTRUCTION, AND DECLARING AN EMERGENCY.
- 12. **19-79** - AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED \$5,550,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF REFUNDING A PORTION OF THE CITY'S VARIOUS PURPOSE GENERAL OBLIGATION BONDS (LIMITED TAX), SERIES 2014, DATED, MAY 21, 2014, PREVIOUSLY ISSUED FOR THE PURPOSE OF CONSTRUCTING, RENOVATING, FURNISHING AND EQUIPPING A MUNICIPAL RECREATIONAL FACILITY AT 11409 STATE ROAD, NORTH ROYALTON, OHIO, AND DECLARING AN EMERGENCY.
- 13. Miscellaneous.
- 14. Adjournment.

RESOLUTION NO. 19-68

INTRODUCED BY: Antoskiewicz, Nickell, Petrusky, Langshaw,
Marnecheck, Hannan, Kasaris, Mayor Stefanik

A RESOLUTION ACKNOWLEDGING THE
COMMUNITY SERVICE OF RICHARD ARRENDALE

WHEREAS: Richard Arrendale was hired as a Certified Inspector with the Building Department for the City of North Royalton on April 6, 1998; and

WHEREAS: Mr. Arrendale served in this position until his retirement on June 30, 2019; and

WHEREAS: The Council and the Mayor of the City of North Royalton wish to acknowledge Mr. Arrendale for his community service.

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

Section 1. The Council and the Mayor of the City of North Royalton hereby acknowledge the community service of Richard Arrendale.

Section 2. Council further recognizes the professionalism and dedication that Mr. Arrendale has demonstrated through his work for the City of North Royalton and through his willingness and desire to better serve the community.

Section 3. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Mr. Arrendale in recognition of his many years of service to the community.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 19-69

INTRODUCED BY: Antoskiewicz, Nickell, Petrusky, Langshaw,
Marnecheck, Hannan, Kasaris, Mayor Stefanik

A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF MIKE LUNG

WHEREAS: Mike Lung was hired as a Laborer I with the Service Department for the City of North Royalton on January 17, 1978; and

WHEREAS: Mr. Lung was promoted to Laborer II, Laborer III and Mechanic throughout his tenure with the city; and

WHEREAS: Mr. Lung was promoted to the position of Stormwater Supt. on January 1, 2013 and served in this capacity until his retirement on July 31, 2019; and

WHEREAS: The Council and the Mayor of the City of North Royalton wish to acknowledge Mr. Lung for his community service.

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

Section 1. The Council and the Mayor of the City of North Royalton hereby acknowledge the community service of Mike Lung.

Section 2. Council further recognizes the professionalism and dedication that Mr. Lung has demonstrated through his work for the City of North Royalton and through his willingness and desire to better serve the community.

Section 3. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Mr. Lung in recognition of his many years of service to the community.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 19-70

INTRODUCED BY: Antoskiewicz, Nickell, Petrusky, Langshaw,
Marnecheck, Hannan, Kasaris, Mayor Stefanik

A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF ROBERT J. BOKAR TO THE
POLICE RESERVES, AND DECLARING AN EMERGENCY

- WHEREAS: The Mayor has appointed Robert J. Bokar to the Police Reserves; and
- WHEREAS: Council confirms various appointments made by the Mayor; and
- WHEREAS: It is necessary to keep an accurate record of these appointments.

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 Robert J. Bokar to the Police Reserves effective
July 4, 2019.

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

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

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. 19-71

INTRODUCED BY: Mayor Stefanik
Co-Sponsor: Langshaw

A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW
COUNCIL ON THE CITY OF NORTH ROYALTON'S ENTERPRISE ZONE AGREEMENTS,
AND DECLARING AN EMERGENCY

WHEREAS: Council has received and reviewed the recommendations for the city's three (3) active Enterprise Zone Agreements from the Tax Incentive Review Council; and

WHEREAS: Council desires to approve these recommendations.

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

Section 1. The Council of the City of North Royalton hereby approves the following recommendations for the city's three (3) Enterprise Zone Agreements made by the Tax Incentive Review Council as follows:

A. Continuance of the following agreement due to compliance:

1. Laztech Real Estate, LLC (agreement dated 2007)
2. Laztech Real Estate, LLC (agreement dated 2011)
3. Stuehr Properties, LLC/Induction Tooling, Inc.

Section 2. The Director of Legislative Services is directed to transmit a certified copy of this Resolution to: Daniel Strasser, Ohio Development Services Agency, 77 South High Street, Columbus, Ohio 43215, and Lisa Rocco, Tax Incentive Review Council Chair, Director of Operations, Fiscal Office at Cuyahoga County, 2079 E. 9th Street, Cleveland, Ohio 44115.

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 approve the recommendations for the city's three (3) active Enterprise Zone Agreements from the Tax Incentive Review Council.

THEREFORE, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take affect 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. 19-72

INTRODUCED BY: Hannan, Antoskiewicz, Nickell
Co-Sponsor: Langshaw

A RESOLUTION AUTHORIZING THE MAYOR TO SEEK FINANCIAL ASSISTANCE FROM THE
STATE ISSUE 1 INFRASTRUCTURE BOND PROGRAM FOR FUNDING OF VARIOUS CAPITAL
INFRASTRUCTURE IMPROVEMENT PROJECTS, AND DECLARING AN EMERGENCY

- WHEREAS: Pursuant to Article VIII, Section 2K of the Ohio Constitution, the State of Ohio is authorized to issue bonds and other obligations of the State for the purpose of financing public infrastructure capital improvements of political subdivisions as designated by law; and
- WHEREAS: Pursuant to Section 164.06 of the Ohio Revised Code, the District One Public Works Integrating Committee has been created to accept, evaluate and recommend applications for State financing of capital infrastructure improvement projects of political subdivisions in Cuyahoga County; and
- WHEREAS: Pursuant to Section 164.05 of the Ohio Revised Code, the Ohio Public Works Commission has been created to accept and approve applications for State financing of capital infrastructure improvement projects of political subdivisions in Cuyahoga County; and
- WHEREAS: The City of North Royalton has conducted a capital inventory and needs assessment and has determined that it is necessary to submit applications for financial assistance for capital infrastructure improvement projects.

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 is hereby authorized to apply to the District One Public Works Integrating Committee and the Ohio Public Works Commission for financial assistance for the following capital infrastructure improvement project:

Abbey Road Resurfacing (Royalton Road to Albion Road)

Section 2. The Mayor is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance in conjunction with the recommendations of the City Engineer, and approved as to form by the City Law Director, in accordance with all authority granted to and limitations upon by the City Director of Finance.

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 authorize the Mayor to seek Issue 1 financial assistance.

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 18-117 AS AMENDED BY ORDINANCES 19-37, 19-53 AND 19-60 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2019 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

WHEREAS: Council wishes to amend the Original Appropriation Ordinance 18-117, as amended by Ordinances 19-37, 19-53 and 19-60 for the fiscal year ending December 31, 2019 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, 2019, 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	\$ 550,000.00	Operating
General Fund	EMS Levy Fund	1,300,000.00	Operating
General Fund	SCMR Fund	800,000.00	Operating
General Fund	Enterprise Zone	16,400.00	Operating
General Fund	Police Pension Fund	370,000.00	Operating
General Fund	Fire Pension Fund	450,000.00	Operating
General Fund	Debt Service	450,000.00	Debt Service
YMCA Special Revenue	General Bond Retirement Fund	300,000.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund	287,550.00	Debt Service
Future Capital Improvement Fund	Fire Capital Improvement Fund	300,000.00	Advance
Storm Sewer & Drainage Fund	General Bond Retirement Fund	314,750.00	Debt Service
Fire Capital Improvement Fund	General Bond Retirement Fund	150,950.00	Debt Service
Issue 1 Sprague Road Fund	General Bond Retirement Fund	17,887.00	Debt Service

Section 3. A copy of this Ordinance shall be submitted by the Director of Finance to the Auditor of Cuyahoga County, Ohio and upon certification by said Auditor as required by law, the Director of Finance of this City is hereby authorized to draw her warrants upon the City Treasury for payment of any certification and vouchers therefore approved by the proper officers authorized by law to approve the same, or an Ordinance or Resolution of the Council to make such expenditures; provided, however, that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with the law or the Ordinances of this Council.

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

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

PRESIDENT OF COUNCIL

APPROVED: _____

MAYOR

DATE PASSED: _____

DATE APPROVED: _____

ATTEST: _____

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

CITY OF NORTH ROYALTON
2019 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 18-117	Prior Amendments Subtotal	Amendments this Ordinance	Total 2019 Appropriations
GENERAL FUND				
POLICE DEPARTMENT				
Personal Service	3,552,000.00	-	-	3,552,000.00
Contractual Services	321,706.00	-	-	321,706.00
Supply & Materials	180,708.00	-	-	180,708.00
Capital Outlay	50,000.00	-	-	50,000.00
Total Police Department	4,104,414.00	-	-	4,104,414.00
ANIMAL CONTROL				
Personal Service	126,900.00	-	-	126,900.00
Contractual Services	5,575.00	-	-	5,575.00
Supply & Materials	7,950.00	-	-	7,950.00
Capital Outlay	200.00	-	-	200.00
Total Animal Control Department	140,625.00	-	-	140,625.00
FIRE DEPARTMENT				
Personal Service	439,350.00	-	-	439,350.00
Contractual Services	280,400.00	-	8,000.00 A	288,400.00
Supply & Materials	110,700.00	-	-	110,700.00
Total Fire Department	830,450.00	-	-	830,450.00
POLICE AND FIRE COMMUNICATIONS				
Personal Service	213,400.00	-	-	213,400.00
Contractual Services	761,600.00	-	-	761,600.00
Capital Outlay	2,500.00	-	-	2,500.00
Total Police & Fire Comm	977,500.00	-	-	977,500.00
STREET LIGHTING				
	145,000.00	-	-	145,000.00
Total Street Lighting	145,000.00	-	-	145,000.00
SAFETY DIRECTOR				
Personal Service	124,550.00	-	-	124,550.00
Contractual Services	6,950.00	-	-	6,950.00
Operating Supplies	6,300.00	-	-	6,300.00
Capital Outlay	1,500.00	-	-	1,500.00
Total Police & Fire Comm	139,300.00	-	-	139,300.00
CEMETERY DEPARTMENT				
Contractual Services	39,300.00	-	-	39,300.00
Supply & Materials	162,330.00	-	-	162,330.00
Capital Outlay	-	-	-	-
Total Cemetery Department	201,630.00	-	-	201,630.00
PARKS & RECREATION DEPARTMENT				
Personal Service	498,900.00	-	-	498,900.00
Contractual Services	77,311.00	-	-	77,311.00
Supply & Materials	98,760.00	-	-	98,760.00
Capital Outlay	10,000.00	-	-	10,000.00
Total Parks & Recreation Department	684,971.00	-	-	684,971.00
PLANNING COMMISSION				
Personal Service	7,400.00	-	-	7,400.00
Contractual Services	6,475.00	-	-	6,475.00
Supply & Materials	550.00	-	-	550.00
Capital Outlay	-	-	-	-
Total Planning Commission	14,425.00	-	-	14,425.00
BOARD OF ZONING				
Personal Service	12,700.00	-	-	12,700.00
Contractual Services	2,500.00	-	-	2,500.00
Supply & Materials	700.00	-	-	700.00
Total Board of Zoning	15,900.00	-	-	15,900.00

CITY OF NORTH ROYALTON
2019 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 18-117	Prior Amendments Subtotal	Amendments this Ordinance	Total 2019 Appropriations
BUILDING DEPARTMENT				
Personal Service	598,600.00	-	-	598,600.00
Contractual Services	186,360.00	-	-	186,360.00
Supply & Materials	20,590.00	-	-	20,590.00
Capital Outlay	26,200.00	-	-	26,200.00
Total Building Department	831,750.00	-	-	831,750.00
COMMUNITY DEVELOPMENT				
Personal Service	150,263.00	-	-	150,263.00
Contractual Services	29,750.00	-	-	29,750.00
Supply & Materials	3,600.00	-	-	3,600.00
Total Community Development	183,613.00	-	-	183,613.00
RUBBISH COLLECTION				
Contractual Services	1,500,000.00	-	-	1,500,000.00
Total Rubbish Collection	1,500,000.00	-	-	1,500,000.00
SERVICE BUILDING AND GROUNDS				
Personal Service	-	-	-	-
Contractual Services	89,900.00	-	-	89,900.00
Supply & Materials	20,950.00	-	-	20,950.00
Capital Outlay	-	-	-	-
Total Service Bldg. & Grounds	110,850.00	-	-	110,850.00
MAYOR'S OFFICE				
Personal Service	316,370.00	-	-	316,370.00
Contractual Services	36,450.00	-	-	36,450.00
Supply & Materials	2,450.00	-	-	2,450.00
Capital Outlay	2,200.00	-	-	2,200.00
Total Mayor's Office	357,470.00	-	-	357,470.00
FINANCE DEPARTMENT				
Personal Service	316,124.00	-	-	316,124.00
Contractual Services	125,000.00	-	-	125,000.00
Supply & Materials	3,000.00	-	-	3,000.00
Capital Outlay	5,000.00	-	-	5,000.00
Total Finance Department	449,124.00	-	-	449,124.00
LEGAL ADMINISTRATION				
Personal Service	376,250.00	-	-	376,250.00
Contractual Services	138,650.00	-	-	138,650.00
Supply & Materials	10,400.00	-	-	10,400.00
Capital Outlay	2,200.00	-	-	2,200.00
Total Legal Administration	527,500.00	-	-	527,500.00
ENGINEERING DEPARTMENT				
Personal Service	164,150.00	-	-	164,150.00
Contractual Services	155,600.00	-	-	155,600.00
Supply & Materials	1,200.00	-	-	1,200.00
Capital Outlay	500.00	-	-	500.00
Total Engineering	321,450.00	-	-	321,450.00
LEGISLATIVE				
Personal Service	316,720.00	-	-	316,720.00
Contractual Services	54,598.00	-	-	54,598.00
Supply & Materials	13,500.00	-	-	13,500.00
Capital Outlay	6,000.00	-	-	6,000.00
Total Legislative Activity	390,818.00	-	-	390,818.00
MAYOR'S COURT				
Personal Service	154,600.00	-	-	154,600.00
Contractual Services	69,175.00	13,000.00	-	82,175.00
Supply & Materials	1,600.00	-	-	1,600.00
Total Mayor's Court	225,375.00	13,000.00	-	238,375.00

CITY OF NORTH ROYALTON
2019 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 18-117	Prior Amendments Subtotal	Amendments this Ordinance	Total 2019 Appropriations
CIVIL SERVICE				
Personal Service	5,050.00	-	-	5,050.00
Contractual Services	35,100.00	-	-	35,100.00
Supply & Materials	200.00	-	-	200.00
Total Civil Service	40,350.00	-	-	40,350.00
CITY HALL BUILDING				
Personal Service	110,650.00	-	-	110,650.00
Contractual Services	232,050.00	-	-	232,050.00
Supply & Materials	41,000.00	-	-	41,000.00
Capital Outlay	30,000.00	-	-	30,000.00
Total City Hall Building	413,700.00	-	-	413,700.00
OTHER GENERAL GOVERNMENT				
Personal Services	20,000.00	-	-	20,000.00
Supply & Materials	250,000.00	-	-	250,000.00
Transfers-Out	3,520,000.00	300,000.00	116,400.00	3,936,400.00
Total - Other General Government	3,790,000.00	300,000.00	116,400.00	4,206,400.00
TOTAL - GENERAL FUND	16,396,215.00	313,000.00	116,400.00	16,825,615.00
ENFORCEMENT AND EDUCATIONAL FUND #205				
Personal Service	15,000.00	-	-	15,000.00
Supply & Materials	5,000.00	-	1,000.00	6,000.00
Total - Enforcement & Education	20,000.00	-	1,000.00	21,000.00
DRUG LAW ENFORCEMENT FUND #206				
Supply & Materials	200.00	-	-	200.00
Total - Drug Law Enforcement	200.00	-	-	200.00
POLICE FACILITY OPERATING FUND #207				
Personal Service	887,700.00	-	-	887,700.00
Contractual Services	21,400.00	-	-	21,400.00
Supply & Materials	65,843.00	-	-	65,843.00
Capital Outlay	2,400.00	-	-	2,400.00
Total - Police Facility Operating	977,343.00	-	-	977,343.00
LAW ENFORCEMENT TRUST FUND #208				
Contractual Service	18,500.00	-	-	18,500.00
Supply & Materials	5,500.00	-	-	5,500.00
Capital Outlay	16,000.00	-	-	16,000.00
Total - Law Enforcement Trust	40,000.00	-	-	40,000.00
EMERGENCY MEDICAL SERVICE LEVY FUND #209				
Personal Service	2,800,000.00	-	-	2,800,000.00
Contractual Services	57,000.00	26,000.00	3,500.00	86,500.00
Supply & Materials	38,700.00	-	-	38,700.00
Total EMS Levy Fund	2,895,700.00	26,000.00	3,500.00	2,925,200.00
MOTOR VEHICLE LICENSE FUND #210				
Street Repair	225,000.00	-	-	225,000.00
Total Motor Vehicle License Fund	225,000.00	-	-	225,000.00

CITY OF NORTH ROYALTON
2019 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 18-117	Prior Amendments Subtotal	Amendments this Ordinance	Total 2019 Appropriations
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211				
Signals & Signs				
Contractual Services	75,000.00	-	-	75,000.00
Supply & Materials	30,000.00	-	-	30,000.00
	105,000.00	-	-	105,000.00
Street Reconstruction				
Contractual Service	90,000.00	-		90,000.00
Capital Outlay	1,000,000.00	1,430,000.00	150,000.00 B	2,580,000.00
	1,090,000.00	1,430,000.00	150,000.00	2,670,000.00
Street Construction, Maintenance & Repair				
Personal Service	1,840,950.00	-	-	1,840,950.00
Contractual Services	154,275.00	-	(11,500.00) A	142,775.00
Supply & Materials	436,500.00	-	(50,000.00) B	386,500.00
Capital Outlay	7,000.00	-	-	7,000.00
	2,438,725.00	-	(61,500.00)	2,377,225.00
Snow Removal				
Personal Service	111,350.00	-	-	111,350.00
Contractual Services	15,000.00	-	-	15,000.00
Supply & Materials	449,000.00	-	-	449,000.00
	575,350.00	-	-	575,350.00
		-		-
Total SCMR Fund	4,209,075.00	1,430,000.00	88,500.00	5,727,575.00
STATE HIGHWAY FUND #212				
Traffic Signals & Marking				
Contractual Services	20,000.00	-	-	20,000.00
Street Maintenance & Repair				
Operating Supplies	30,000.00	-	-	30,000.00
Snow & Ice Removal				
Supply & Materials	50,000.00	-	-	50,000.00
Total State Highway Fund	100,000.00	-	-	100,000.00
CITY INCOME TAX FUND #213				
Contractual Services	450,000.00	-	-	450,000.00
Total City Income Tax Fund	450,000.00	-	-	450,000.00
POLICE LEVY FUND #215				
Personal Services	1,135,000.00	-	-	1,135,000.00
Contractual Services	-	5,000.00	-	5,000.00
Supply & Materials	-	-	-	-
Capital Outlay	204,700.00	450,000.00	-	654,700.00
Total - Police Levy Fund	1,339,700.00	455,000.00	-	1,794,700.00
FIRE LEVY FUND #216				
Personal Service	1,000,000.00	-	-	1,000,000.00
Total Fire Levy Fund	1,000,000.00	-	-	1,000,000.00
RECYCLING GRANT FUND #217				
Contractual Services	5,000.00	-	-	5,000.00
Total Recycling Grant	5,000.00	-	-	5,000.00
OFFICE ON AGING FUND #219				
Personal Services	122,300.00	-	-	122,300.00
Contractual Services	45,150.00	-	-	45,150.00
Supply & Materials	13,400.00	-	-	13,400.00
Capital Outlay	800.00	-	-	800.00
Total Office on Aging Fund	181,650.00	-	-	181,650.00
NOPEC GRANT FUND #221				
Contractual Services	-	-	500.00 D	500.00
Capital Outlay	-	-	111,000.00 D	111,000.00
Total Court Computer Fund	-	-	111,500.00	111,500.00

CITY OF NORTH ROYALTON
2019 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 18-117	Prior Amendments Subtotal	Amendments this Ordinance	Total 2019 Appropriations
COURT COMPUTER FUND #236				
Contractual Services	10,000.00	-	-	10,000.00
Operating Supplies	5,000.00	-	-	5,000.00
Capital Outlay	4,300.00	-	-	4,300.00
Total Court Computer Fund	19,300.00	-	-	19,300.00
COMMUNITY DIVERSION PROGRAM FUND #237				
Personal Services	7,000.00	(500.00)	-	6,500.00
Contractual Services	500.00	1,500.00	-	2,000.00
Operating Supplies	1,500.00	(1,000.00)	-	500.00
Total Community Diversion	9,000.00	-	-	9,000.00
ENTERPTISE ZONE FUND #239				
Contractual Services	1,750.00	-	16,400.00	18,150.00
Total Enterprise Zone Fund	1,750.00	-	16,400.00	18,150.00
YMCA SPECIAL REVENUE FUND #249				
Transfers-Out	520,725.00	-	(220,725.00)	300,000.00
Total Enterprise Zone Fund	520,725.00	-	(220,725.00)	300,000.00
ACCRUED BALANCES FUND #260				
Personal Service	175,000.00	-	-	175,000.00
Total AB Fund	175,000.00	-	-	175,000.00
POLICE PENSION FUND #261				
Personal Service	620,000.00	-	-	620,000.00
Total Police Pension Fund	620,000.00	-	-	620,000.00
FIRE PENSION FUND #262				
Personal Service	700,000.00	-	-	700,000.00
Total Police Pension Fund	700,000.00	-	-	700,000.00
GENERAL BOND RETIREMENT FUND #321				
Supply & Materials	10,000.00	-	-	10,000.00
Debt Service - Interest	615,000.00	-	-	615,000.00
Debt Service - Principal	1,448,000.00	-	-	1,448,000.00
Total General Bond Retirement	2,073,000.00	-	-	2,073,000.00
SPECIAL ASSESSMENT FUND #341				
Other	30,000.00	-	-	30,000.00
Debt Service	95,000.00	-	-	95,000.00
Total Special Assessment Fund	125,000.00	-	-	125,000.00
SERVICE CAPITAL FUND #430				
Capital Outlay	67,000.00	-	-	67,000.00
Total Rec Capital Improvement	67,000.00	-	-	67,000.00
RECREATION CAPITAL IMPROVEMENT FUND #431				
Recreation Capital Improvement				
Contractual Services	20,000.00	-	(20,000.00)	-
Capital Outlay	-	-	2,000.00	2,000.00
Total Rec Capital Improvement	20,000.00	-	(18,000.00)	2,000.00
FUTURE CAPITAL IMPROVEMENT FUND #432				
Contractual Services	-	-	15,000.00	15,000.00
Capital Outlay	-	-	260,000.00	260,000.00
Debt Service	-	-	-	-
Transfers-Out	287,550.00	-	300,000.00	587,550.00
Total Future Capital Improvement Fund	287,550.00	-	575,000.00	862,550.00
STORM AND SEWER DRAINAGE FUND #433				
Contractual Services	80,000.00	-	-	80,000.00
Capital Outlay	-	208,100.00	-	208,100.00
Advance-Out	-	-	-	-
Transfers-Out	314,750.00	-	-	314,750.00
Total Storm & Sewer Drainage	394,750.00	208,100.00	-	602,850.00

CITY OF NORTH ROYALTON
2019 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 18-117	Prior Amendments Subtotal	Amendments this Ordinance	Total 2019 Appropriations
FIRE CAPITAL IMPROVEMENT FUND #434				
Contractual Service	-	37,000.00	-	37,000.00
Capital Outlay	475,000.00	18,000.00	300,000.00 H	793,000.00
Debt Service	107,812.62	-	-	107,812.62
Transfer Out	150,950.00	-	-	150,950.00
Total Fire Capital Improvement Fund	733,762.62	55,000.00	300,000.00	1,088,762.62
ROUTE 82 WIDENING FUND #435				
Capital Outlay	-	2,824,653.36	-	2,824,653.36
Total YMCA Capital Imp Fund	-	2,824,653.36	-	2,824,653.36
YMCA CAPITAL RESERVE FUND #437				
Contractual Services	20,000.00	-	10,000.00 I	30,000.00
Total YMCA Capital Imp Fund	20,000.00	-	10,000.00	30,000.00
WATER MAIN FUND #445				
Contractual Services	-	105,000.00	(45,000.00) J	60,000.00
Capital Outlay	500,000.00	200,000.00		700,000.00
Total Water Main Fund	500,000.00	305,000.00	(45,000.00)	760,000.00
ISSUE 1 - SPRAGUE ROAD FUND #451				
Transfer Out	17,887.00	-		17,887.00
Total YMCA Capital Imp Fund	17,887.00	-	-	17,887.00
		-		
ENERGY CONSERVATION PROJECT CAPITAL FUND #463				
Capital Outlay	-	2,847,000.00		2,847,000.00
Total Energy Conservation Project Capital Fund	-	2,847,000.00	-	2,847,000.00
		-		
WASTEWATER TREATMENT FUND #551				
Sanitary Sewer Treatment				
Personal Services	1,164,500.00	-		1,164,500.00
Contractual Services	2,201,450.00	-		2,201,450.00
Supply & Materials	343,750.00	-		343,750.00
Capital Outlay	289,000.00	-		289,000.00
	3,998,700.00	-	-	3,998,700.00
Compost Facility				
Contractual Services	28,800.00	-		28,800.00
Supply & Materials	200.00	-	-	200.00
	29,000.00	-	-	29,000.00
Total Wastewater Treatment Fund	4,027,700.00	-	-	4,027,700.00
WASTEWATER MAINTENANCE FUND #552				
Storm Sewer & Drainage Maintenance				
Personal Service	469,900.00	-		469,900.00
Contractual Services	27,500.00	65,179.00		92,679.00
Supply & Materials	102,750.00	-		102,750.00
Capital Outlay	-	31,155.00		31,155.00
	600,150.00	96,334.00	-	696,484.00
Wastewater Maintenance				
Personal Service	825,850.00	-		825,850.00
Contractual Services	274,580.00	-		274,580.00
Supply & Materials	160,700.00	-		160,700.00
Capital Outlay	-	-		-
Debt Service	-	-		-
	1,261,130.00	-	-	1,261,130.00
Total WW Maintenance Fund	1,861,280.00	96,334.00	-	1,957,614.00
WASTEWATER DEBT SERVICE FUND #553				
Debt Service	220,000.00	-		220,000.00
Total WW Debt Service Fund	220,000.00	-	-	220,000.00
WASTEWATER REPAIR AND REPLACEMENT FUND #555				
Professional Service	-			-
Capital Outlay	112,000.00	100,000.00		212,000.00
Transfers-Out	-	-	-	-

CITY OF NORTH ROYALTON
2019 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 18-117	Prior Amendments Subtotal	Amendments this Ordinance	Total 2019 Appropriations
Total WW Repair & Replacem't	112,000.00	100,000.00	-	212,000.00
OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710				
Personal Services	3,000,000.00	-		3,000,000.00
Total Improvement Holding Fund	3,000,000.00	-	-	3,000,000.00
IMPROVEMENT HOLDING FUND #763				
Refunds	30,000.00	-		30,000.00
Total Improvement Holding Fund	30,000.00	-	-	30,000.00
OHIO BOARD OF BUILDING STANDARDS FUND #764				
Other	15,000.00	-		15,000.00
Total OBBS Fund	15,000.00	-	-	15,000.00
BUILDING CONSTRUCTION BOND FUND #766				
Other	75,000.00	-		75,000.00
Total Bldg. Construction Bond	75,000.00	-	-	75,000.00
OFFICE ON AGING DEPOSITS FUND #768				
Other	3,000.00	-		3,000.00
Total Office on Aging Deposits	3,000.00	-	-	3,000.00
UNCLAIMED FUNDS #769				
Other	500.00	-		500.00
Total Unclaimed Funds	500.00	-	-	500.00
FUND TOTALS				
	43,469,087.62	8,660,087.36	938,575.00	53,067,749.98

ORDINANCE NO. 19-74

INTRODUCED BY: Kasaris, Marnecheck, Langshaw

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWO ADMINISTRATION CODE, CHAPTER 220 COUNCIL, SECTION 220.06 RULES OF COUNCIL, RULE XI, AND DECLARING AN EMERGENCY

WHEREAS: Chapter 220 Council, Section 220.06 Rules of Council, Rule XI, states, in part, that a Council member must receive unanimous approval from the rest of the members of Council before being able to abstain from voting on any question; and

WHEREAS: This language has been determined to be archaic and that a Council member should be allowed to abstain from voting without consent of Council if a significant impediment exists, as in a conflict of interest; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part Two Administration Code, Chapter 220 Council, Section 220.06 Rules of Council, Rule XI to provide for this updated language; 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 Two Administration Code, Chapter 220 Council, Section 220.06 Rules of Council, Rule XI of the Codified Ordinances of the City of North Royalton, is hereby amended to read as follows:

~~Rule XI - Voting. Every member present shall vote on any question on the call of either "yeas" and "nays" or "yes" and "no," such to be the option of Council members, unless excused by the unanimous consent of Council. Any member, not being excused, who refuses to vote on any question when the "yeas" and "nays" or "yes" and "no" are being taken, shall be deemed guilty of contempt of Council and may, for such contempt, be censured by a majority vote of Council.~~ ***It is the duty of every member of Council to vote upon the call of the yeas and nays. Failure or refusal to vote without cause is failure to do one's duty. To abstain from voting is required when a significant impediment exists, as in a conflict of interest. In the event of the determination of an impediment that requires an abstention the Council member shall, upon the call of the yeas and nays, state generally the reason for the abstention, e.g. "I abstain based upon a conflict of interest". No member shall be required to answer any further questions as to the nature of the conflict.***

Section 2. Section 220.06 of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other provisions of Chapter 220 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 it is immediately necessary to amend the Codified Ordinances of the City of North Royalton, Part Two Administration Code, Chapter 220 Council, in order to provide for updated language regarding abstention from voting.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 19-75

INTRODUCED BY: Marnecheck, Nickell, Kasaris

AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT FOR THE NORTH ROYALTON WASTEWATER FILTER BUILDING UPGRADE PROJECT BETWEEN THE CITY OF NORTH ROYALTON AND THE OHIO WATER DEVELOPMENT AUTHORITY, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton (hereinafter referred to as the “LGA”) desires to upgrade the North Royalton Wastewater Filter Building; and

WHEREAS: The LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the “OWDA”) to finance costs of the planning of such facilities on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS: The OWDA has indicated its willingness to make a loan for that purpose and on those terms.

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 LGA hereby approves the planning of the aforesaid North Royalton Wastewater Filter Building Upgrade Project with the OWDA under the provisions, terms and conditions set forth in the “Cooperative Agreement for State Planning Project” as set forth in Exhibit A (the “Cooperative Agreement”) and hereby authorizes the Chief Executive Officer and the Chief Fiscal Officer of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth in 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 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 necessary for the immediate preservation of the public peace, health, and safety of the city, and for the further reason that it is immediately necessary to provide for the upgrade of the North Royalton Wastewater Filter Building in order to protect the health of the residents of the City of North Royalton.

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:

GENERAL CERTIFICATE
TO BE DELIVERED TO
OHIO WATER DEVELOPMENT AUTHORITY

The undersigned, being the [insert name of officer responsible for records– example: Clerk of Council] of the [insert subdivision name – example: County of Orange], Ohio (the “Local Government”), hereby certifies that:

- I. At the times of the enactment of the Loan Legislation (as defined below) and the execution of the Cooperative Agreement (as defined below), the following were the incumbents of the listed offices:

	<u>Title</u>	<u>Name</u>
Chief Executive Officer:	<u>Mayor</u>	<u>Robert Stefanik</u>
Chief Fiscal Officer:	<u>Finance Director</u>	<u>Eric Dean</u>
Chief Legal Officer:	<u>Law Director</u>	<u>Tom Kelly</u>
Officer Responsible for Records:	<u>Director of Legislative Services</u>	<u>Laura Haller</u>

Legislators: Council President-Larry Antoskiewicz, Ward 1 – John Nickell, Ward 2 – Gary Petrusky, Ward 3 – Daniel Langshaw, Ward 4 – Paul Marnecheck, Ward 5 – Cheryl Hannan, Ward 6 – Dan Kasaris

- II. The regular meetings of the City of North Royalton (the “Legislative Body”) of the Local Government are held on the first and third Tuesday’s of each month.
- III. Attached hereto is (a) a true and exact copy of 2019 Ordinance No. 19-64 (the “Loan Legislation”), approved by the Legislative Body on July 17th, 2019, authorizing the Local Government to enter into a Cooperative Agreement with the Ohio Water Development Authority in the form attached to the Legislation as Exhibit A (the “Cooperative Agreement”), including a description of the Project Facilities being financed under the Cooperative Agreement, and (b) a copy of the Cooperative Agreement executed by the official or officials of the Local Government authorized by the Loan Legislation to execute the Cooperative Agreement on behalf of the Local Government. The undersigned hereby certifies that the Legislation remains in full force and effect and has not been repealed, rescinded, amended or modified.
- IV. Attached hereto is a true and exact copy of 2017 Ordinance No. 17-138 (the “Rate Legislation”), approved by the Legislative Body on December 20, 2017, authorizing the current rates or tap-in fees of the utility of the Local Government to which the Cooperative Agreement relates, and of any special assessment legislation related to any special assessments of the Local Government referred to in the Cooperative Agreement.

- V. All meetings of the Legislative Body and of its committees and any other public bodies, at which the formal actions referred to in Sections III or IV above were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings were open to the public, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code. Notice and notification of the aforementioned meetings were given Section 121.22, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code and the rules of the Legislative Body.

[Signature of officer responsible for records]
[Title]

(Date)

COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) "Approved Application" means the application of the LGA dated as of the date specified on the Term Sheet as the "LGA Application Date," submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the "OWDA Application Approval Date," together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) "Project Facilities" means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) "System" means the facilities of the LGA specified as the "System" on the Term Sheet.

DEFINITIONS RELATING TO COSTS

(e) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and

publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or \$400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) "Contract Period of Years" means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(j) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(k) "Pledged Revenues" means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the "Operational Date."

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.

(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

Section 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (1) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the

provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs. The "LGA" represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA."

Section 3.9. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of

the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount. The Borrower [in other agreements, the "LGA"] represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA."

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an

office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board ("MSRB"), any one or more nationally recognized municipal securities information repositories ("NRMSIRs") or state information depository ("SID"), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA's incorporation by reference into OWDA official statements or other OWDA filings with the MSRB, any NRMSIR, or any SID of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB, any NRMSIR, or any SID. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to

be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the

same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any

award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS
OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS;
EVENTS OF DEFAULT AND REMEDIES THEREFOR;
INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default hereunder if the cure of such failure cannot be effected within thirty (30) days and if the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project

Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. With respect to the financing of Project Facilities by the OWDA as provided herein, the LGA agrees as follows:

(a) At no time will ten percent (10%) or more of any Project Facility or Project Site to be financed with funds borrowed from the OWDA ("OWDA Funds") be used for any private business use (as hereinafter defined) while at the same time the payment of the principal of, or the interest on, the OWDA Funds is directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business use or (B) payments made with respect to such property or (ii) derived from (A) payments with respect to such property (whether or not made to the OWDA) or (B) borrowed money used or to be used for private business use.

(b) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

Section 7.2. For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

Section 7.3. For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

Section 7.4. If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided hereinabove.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
480 South High Street
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OHIO WATER DEVELOPMENT
AUTHORITY

OWDA General Counsel

By: _____
OWDA Executive Director

APPROVED AS TO FORM

LGA: _____

LGA Legal Officer or Counsel

By: _____

By: _____

Exhibit A

PROJECT FACILITIES DESCRIPTION

Exhibit B

CONSTRUCTION CONTRACT(S)

TERM SHEET

NOTE: The term sheet will be generated by OWDA after the loan is approved at the board meeting.

ORDINANCE NO. 19-76

INTRODUCED BY: Mayor Stefanik
Co-Sponsor: Langshaw

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AND RECORD A DEED TRANSFERRING PERMANENT PARCEL NUMBER 488-08-011 (11371 STATE ROAD) FROM THE NORTH ROYALTON REUTILIZATION PROGRAM TO THE CITY OF NORTH ROYALTON, APPROVING A LOT CONSOLIDATION OF SAID PARCEL WITH PERMANENT PARCEL NUMBER 488-08-004 (THE YMCA), AND DECLARING AN EMERGENCY

- WHEREAS: Pursuant to O.R.C. 5722 the City of North Royalton has created the North Royalton Land Reutilization Program; and
- WHEREAS: In February 2017, the Sheriff of Cuyahoga County transferred to the North Royalton Land Reutilization Program title to Permanent Parcel Number 488-08-011 (11371 State Road); and
- WHEREAS: Council desires to remove said parcel from the Reutilization Program bank and transfer it to the City of North Royalton to devote it to public use and consolidate it with the city's existing adjacent parcel commonly known as the YMCA; and
- WHEREAS: Both the North Royalton Board of Education and the Cuyahoga Valley Joint Vocational District have given consent pursuant to O.R.C. 5722.04.

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 authorizes the Mayor to execute and record a deed from the North Royalton Land Reutilization Program to the City of North Royalton transferring Permanent Parcel Number 488-08-011 as noted above.
- Section 2. Council approves the proposed consolidation of Permanent Parcel Number 488-08-011 with Permanent Parcel Number 488-08-004.
- 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 remove said parcel from the Reutilization Program bank and transfer it to the City of North Royalton to devote it to public use and consolidate it with the city's existing adjacent parcel commonly known as the YMCA.

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:

ORDINANCE NO. 19-77

INTRODUCED BY: Mayor Stefanik
Co-Sponsor: Langshaw

AN ORDINANCE AUTHORIZING A SECOND SUPPLEMENTAL OPERATING AGREEMENT IN
CONNECTION WITH THE NORTH ROYALTON YMCA RECREATION CENTER, AND
DECLARING AN EMERGENCY

WHEREAS: The City has heretofore entered into an Operating Agreement dated as of June 3, 2010, as amended by the First Amendment to Operating Agreement dated April 8, 2011, and as further amended by the Supplemental Operating Agreement dated as of November 3, 2013, and as further amended by the Third Amendment to Operating Agreement dated as of March 31, 2014 (collectively, the “Operating Agreement”) to provide for the construction, operation, management and financing of the YMCA Recreation Center (the “Center”); and

WHEREAS: The City has determined it to be necessary to amend and supplement the Operating Agreement to provide for some changes necessary in connection with the refinancing of the Center and the property description set forth in the Operating Agreement and related matters.

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

Section 1. This Council hereby approves and authorizes a Second Supplemental Operating Agreement (the “Agreement”) substantially in the form on file in the office of the Director of Legislative Services, with such changes as are not materially adverse to the City, all of which shall be conclusively evidenced by the execution thereof by the City official or officials executing the Agreement. The Mayor, Director of Finance and other City officials as necessary and appropriate are hereby authorized to execute the Agreement.

Section 2. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the city, and for the further reason that this Ordinance must be immediately effective to permit the refinancing of the Center at the earliest possible time to take advantage of currently favorable market conditions and thereby achieve the financial benefit of such refinancing.

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

MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

City of North Royalton				
Projected Principal Repayment Schedule				
YMCA Refunding Structure- Notes and Bonds				
Schedule I				
Maturity Date				Principal
December	1st	2019*		\$ 150,000.00
December	1st	2020*		\$ 150,000.00
December	1st	2021*		\$ 150,000.00
December	1st	2022		\$ 165,000.00
December	1st	2023		\$ 185,000.00
December	1st	2024		\$ 190,000.00
December	1st	2025		\$ 195,000.00
December	1st	2026		\$ 220,000.00
December	1st	2027		\$ 225,000.00
December	1st	2028		\$ 230,000.00
December	1st	2029		\$ 240,000.00
December	1st	2030		\$ 245,000.00
December	1st	2031		\$ 255,000.00
December	1st	2032		\$ 260,000.00
December	1st	2033		\$ 270,000.00
December	1st	2034		\$ 285,000.00
December	1st	2035		\$ 295,000.00
December	1st	2036		\$ 305,000.00
December	1st	2037		\$ 320,000.00
December	1st	2038		\$ 330,000.00
December	1st	2039		\$ 345,000.00
* - Bond Anticipation Note				

ORDINANCE NO. 19-78

INTRODUCED BY: Mayor Stefanik
Co-Sponsor: Langshaw

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT
WITH THE CITY OF PARMA FOR THE SPRAGUE ROAD RECONSTRUCTION AND WIDENING
PROJECT REGARDING THE SANITARY SEWER CONSTRUCTION,
AND DECLARING AN EMERGENCY

WHEREAS: The cities of Parma and North Royalton each desire to cooperate with the other pursuant to the authority of the Constitution and laws of the State of Ohio, including, without limitation, Section 715.02 of the Ohio Revised Code, to provide for and/or cooperate with the Sprague Road Reconstruction and Widening Project regarding the sanitary sewer construction to begin at the existing sanitary manhole located approximately 17 feet east from the centerline of York Road located in the City of North Royalton and to end at proposed sanitary manhole located approximately 3,636 feet west from the centerline of York Road in the City of Parma; and

WHEREAS: It is therefore necessary to authorize the Mayor to enter into a cooperative agreement with the City of Parma for this project; 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 cooperative agreement with the City of Parma to provide for and/or cooperate with the Sprague Road Reconstruction and Widening Project regarding the sanitary sewer construction 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 authorize the Mayor to enter into a cooperative agreement with the City of Parma to provide for and/or cooperate with the Sprague Road Reconstruction and Widening Project regarding the sanitary sewer construction for the residents of the cities of North Royalton and Parma whose properties will benefit from the improvement.

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:

**COOPERATIVE AGREEMENT FOR SPRAGUE ROAD
(C.R. 67) RECONSTRUCTION AND WIDENING PROJECT
REGARDING THE SANITARY SEWER CONSTRUCTION
BY AND BETWEEN THE CITIES OF PARMA, OHIO AND
NORTH ROYALTON, OHIO
8/15/19**

THIS AGREEMENT is made between the Cities of Parma, Ohio and North Royalton, Ohio each a municipal corporation located in Cuyahoga County, Ohio and organized and operating under the Constitution and laws of the State of Ohio, under the following circumstances:

The Cities of Parma and North Royalton each desire to cooperate with the other pursuant to the authority of the Constitution and laws of the State of Ohio, including, without limitation, Section 715.02 of the Ohio Revised Code, to provide for and/or cooperate with the following improvement (referred herein as the improvement):

PROJECT LOCATION

1. **W. Sprague Road.** Project to begin at the existing sanitary manhole located approximately 17 feet east from the centerline of York Road located in the City of North Royalton and to end at proposed sanitary manhole located approximately 3636 feet west from the centerline of York Road in the City of Parma.

SEE, EXHIBIT A ATTACHED.

PROJECT COMPONENTS AND DIMENSIONS

1. **W. Sprague Road, West of York Road East of the North Royalton WWTP "B".** Rehabilitation (i.e. sewer lining & minor repairs) of 3,517 feet (Sta 339+36.10 to 375+25.00) of existing 12-inch, 15-inch, and 18-inch sanitary sewer pipe and then replace 150 LF (375+25.00 to 376+72.48) of 12-inch sanitary sewer on W. Sprague Road in the City of North Royalton. New 6-inch PVC sanitary connections will be extended up to the W. Sprague Road right-of-way in the City of Parma. Existing sanitary connections in both Parma and North Royalton will be rehabilitated (i.e. lined) up to the right-of-way in both cities. Forty-Four (44) parcels along the northerly portion of W. Sprague Road located in the City of Parma will be tied into the North Royalton sanitary sewer to the NORTH ROYALTON (WWTP "B") system. Forty-One (41) parcels along the southerly portion of W. Sprague Road located in the City of North Royalton are already tied into the North Royalton sanitary sewer to the NORTH ROYALTON (WWTP "B") system. The existing sewer in this section is tied into the existing sanitary manhole located 62 ft. south of the centerline

of Sprague Road, at the entrance drive to the North Royalton WWTP "B", in the City of North Royalton. These laterals will be rehabilitated (i.e. lined) up to the right-of-way in North Royalton.

The Cities of Parma and North Royalton do hereby acknowledge and agree to the construction and rehabilitation of the described sanitary sewer improvements (the improvement), along with manholes, sanitary sewer lateral connections and all necessary appurtenances, all being one continuous improvement, in accordance with the plans, profiles, specifications and preliminary estimate of cost prepared by Cuyahoga County Public Works Department and on file in the offices of the Clerk of Council of the City of Parma and the Clerk of Council of the City of North Royalton.

The Cities of Parma and North Royalton hereby consent to the improvements, including the sanitary sewers, in order to provide public facilities and services that are necessary for the health, safety and welfare of the resident of the Cities of Parma and North Royalton whose properties will benefit from the improvement.

The Cities of Parma and North Royalton have agreed that the Cuyahoga County Public Works Department shall be the contracting party for the construction of the improvement and that the County shall contribute to the cost of the improvement with County Funds and State Issue One Funds.

The Cities of Parma and North Royalton do hereby acknowledge and agree that the execution and delivery of this AGREEMENT have been duly authorized by the City Councils of Parma and North Royalton pursuant to Parma Ordinance No. _____ and North Royalton Ordinance No. _____.

The Cities of North Royalton and Parma do hereby acknowledge and agree to forty-one parcels along W. Sprague Road and located in the City of Parma to be tied into the North Royalton sanitary sewer to the North Royalton system as described herein.

The Cities of North Royalton and Parma do hereby acknowledge and agree to four parcels along the northerly portion of W. Sprague Road located in the City of Parma to be tied into the North Royalton sanitary sewer to the North Royalton system as described herein.

The City of Parma does hereby agree that the mentioned forty-four (44) parcels along Sprague Road in the City of Parma will be inspected and tested for "inflow/infiltration" of storm water into the sanitary line. The City of Parma will require the property owner to correct any inflow or infiltration problem. The City of Parma will certify that no inflow/infiltration of storm water into the sanitary sewer system is occurring prior to connection to the sanitary sewer system.

The City of North Royalton does hereby agree that the mentioned forty-one (41) parcels along Sprague Road in the City of North Royalton will be inspected and

tested for “inflow/infiltration” of storm water into the sanitary line. The City of North Royalton will require the property owner to correct any inflow or infiltration problem.

NOW, THEREFORE, in consideration of the promises and of the material covenants hereinafter set forth, and for other good and valuable consideration, the Cities of Parma and North Royalton, Ohio, do hereby acknowledge and agree as follows:

SECTION 1. Construction Contracts. The Cuyahoga County Public Works Department shall enter into all contracts for the construction of the improvement and shall be responsible for the supervision and enforcement of such contracts, including engineering and inspection, and, subject to the provisions of this Agreement, for payment of all costs of the improvement of the kinds enumerated in Section 727.08 of the Ohio Revised Code (*complete set of daily inspection reports to be copied to Cities of North Royalton and Parma within a period of two (2) months of the date of the reports*). The Cuyahoga County Public Works Department agrees to permit, and each construction contract shall contain provisions permitting the City of North Royalton and the City of Parma, at its option, to inspect the contractor’s performance and actual costs of construction from time to time during the period of construction of the improvement and within a period of up to six months after completion thereof. Any and all costs which may ensue as a result of such inspection shall be assessed against the City of North Royalton or the City of Parma. The City of Parma and the City of North Royalton shall, by appropriate legislation, grant to the Cuyahoga County Public Works Department, and to its contractors, officers, employees and agents the right to enter upon, occupy, excavate and restore streets and rights-of-way located in the City of North Royalton and the City of Parma as shall be necessary for the construction of the improvement, including supervision and inspection, provided that the Cuyahoga County Public Works Department shall restore or replace, or cause to be restored or replaced, any public improvement damaged in the construction of the improvement and the cost of that restoration or replacement shall be a cost of the improvement.

SECTION 2. Apportionment of Costs. The costs of the improvements that are not part of the Cuyahoga County Sprague Road (C.R. 67) Reconstruction and Widening within the Cities of Parma and North Royalton shall be apportioned into the Parma share and the North Royalton share.

The repair, replacement and/or rehabilitation of the mainline sanitary sewers as presented in Exhibit “A” shall be a shared 50/50 Parma and North Royalton local cost.

The construction of the “long” laterals and wyes associated with the sanitary sewers presented in Exhibit “A” to serve the properties on the north side of Sprague Road shall be a Parma local cost.

North Royalton shall collect a tap-in fee of \$1,500 from each Parma property owner when the property connects to the sanitary sewer, excluding those properties already connected to the existing system.

Parma property owners connected to the North Royalton system shall be bound by the Rules and Regulations and fee structure of the North Royalton WWTP and collection system.

The construction cost of the Project shall expressly include the cost of constructing the sanitary laterals/tap-ins from the sanitary sewer to the properties on both sides of the Project, the number of location of said taps to be included in the plans, estimates, specifications and profiles.

Each municipality retains the right to levy and collect charges for any connection to or use of the Project or the sanitary lateral connections thereto located within its corporate limits.

The respective costs and shares shall be initially determined based upon the preliminary cost estimate referred to in **EXHIBIT B**, and shall be increased or decreased in the same proportion that the total amount of any revised or final estimate of cost of the respective portion, or component thereof, of the improvement increases or decreases from the amount included in the preliminary cost estimate. The contract or contracts for the construction of the improvement shall require each contractor to allocate, in each request for payment under the contract, the portion of the construction and other costs of the improvement for which payment is then sought, between the Parma share and the North Royalton share, based upon the actual amounts of labor and materials and related costs, including any charges resulting from change orders, required for the construction of those respective portions, and components of the improvement.

SECTION 3. Special Assessments. The City of Parma and/or the City of North Royalton may assess against those lots and lands that will be specifically benefited by the improvement, and which lots or lands are located within each respective corporate boundary, that portion of the share, either the Parma share or the North Royalton share, as provided herein and that is not to be paid for from state or federal grant money or from other funds of either city that are or will be available and appropriated for that purpose. Any proceedings undertaken by either the City of Parma and/or the City of North Royalton in connection with the assessment of costs of the improvement shall be commenced promptly and thereafter be diligently pursued so as to enable each of the parties undertaking those proceedings to have and make available as soon as possible its respective share of the costs as provided herein.

SECTION 4. Conveyance of Title; Assignment of Warranties. Upon completion of construction of the improvement and payment of the costs thereof, the City of Parma will convey to the City of North Royalton by way of a quit claim deed, and bill of sale if requested, all of the City of Parma's ownership in the City of North

Royalton's' portion of the improvement and will assign to the City of North Royalton all contractors' and material suppliers' warranties with respect to the aforementioned areas. Notwithstanding any such conveyance, the City of Parma shall have the right to use the City of North Royalton's' portion of the improvement to serve properties in the City of Parma that are connected directly to the City of Parma portion of the improvement and the Sprague Road portion of the improvement. The City of North Royalton shall have the right to use the City of Parma's portion of the improvement to serve properties in the City of North Royalton that are connected directly to the North Royalton portion of the improvement and the Sprague Road portion of the improvement. Such use shall be provided under the terms of a management and use agreement between the Cities of Parma and North Royalton to be entered into prior the completion of the improvement or, in the absence of such an agreement, on the same terms upon which existing facilities are now used jointly by the Cities of Parma and North Royalton. Unless otherwise agreed to in writing, the City of Parma shall be responsible for the maintenance and operation of the City of Parma portion of the improvement and the part of the Sprague Road portion of the improvement to which it retains title, and the City of North Royalton shall be responsible for the maintenance and operation of the City of North Royalton portion of the improvement and the part of the Sprague Road portion of the improvement conveyed to the City of North Royalton.

SECTION 5. Notices. Any and all notices required or permitted hereunder shall be deemed sufficiently given if made in writing and either delivered in person or deposited, postage prepaid, in the United States certified or registered mail, addressed, if to the City of Parma, at Parma City Hall, 6611 Ridge Road, Parma Ohio 44129, Attention Mayor, if to the City of North Royalton, at 14600 State Road, North Royalton, Ohio 44133, Attention Mayor or to such other address as any party hereto may specify as provided in this section.

SECTION 6. Effect of Partial Invalidity. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation upon the part declared invalid.

SECTION 7. Entire Agreement; Amendments. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may not be effectively amended, changed, modified, altered or terminated except by written mutual agreement of the parties hereto.

SECTION 8. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

SECTION 9. No personal Liability. No obligation hereunder shall constitute the personal obligation, whether jointly or severally, of any of the members of the Council or of any other officer or officers of the City of Parma, the City of Broadview Heights and/or the City of North Royalton.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Council of the City of Parma, and the Council of the City of North Royalton have each caused this Agreement to be executed by their respective duly authorized officers, this _____ day of _____, 2019.

Mayor
City of Parma, Ohio

Date

Mayor
City of North Royalton, Ohio

Date

Approved as to form only:

Law Director
City of Parma, Ohio

Date

Law Director
City of North Royalton, Ohio

Date

Cooperative Agreement For (West) Sprague Road 022513.doc

EXHIBIT “A” (Cooperative Agreement)

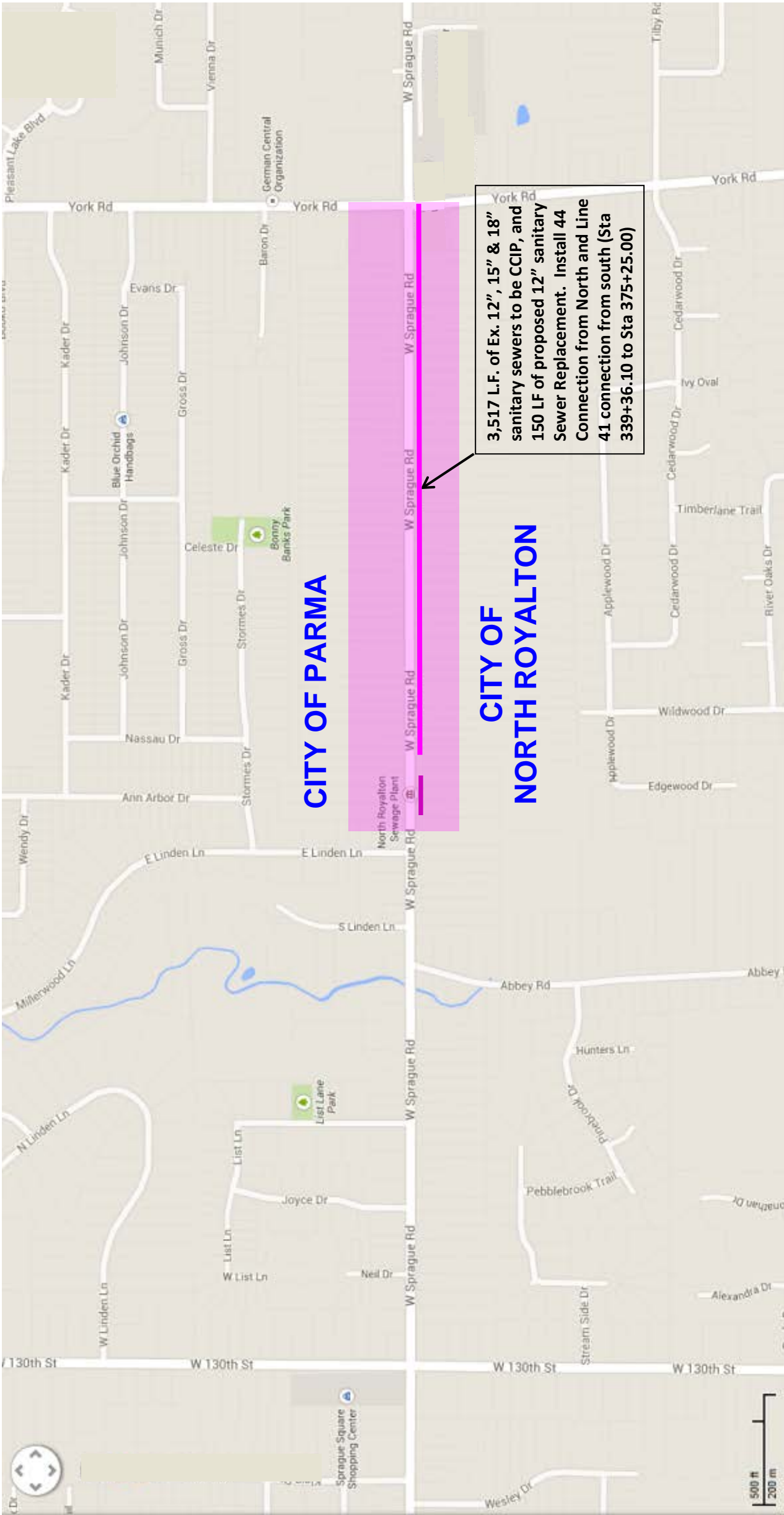


EXHIBIT “B” (Cooperative Agreement)

Sprague Road Widening Phase 2

Shared Cost of Sanitary Sewers

Current Estimate for all Sanitary Sewer related work = \$1,200,000.00

There are 3,517 LF of sewer tributary to the North Royalton WWTP that will now be used by both Parma and North Royalton.

3,517 LF of 12”, 15” and 18” sewer needs to be rehabilitated.

296 LF of 12”, 15”, 18” & 24” sewer needs to be replaced

Shared Estimated Cost of this rehab and replacement work is \$500,000

Issue 1 funds cover 50% of this cost \$250,000

Remainder would be 50/50 split between North Royalton and Parma **\$ 125,000 each**

There is \$395,085 (\$364,195 in North Royalton & \$30,890 in Parma) of lateral lining (331+31.74 to 375+25.00) that is recommended but not included in the \$1,200,000 overall sanitary sewer cost estimate. This would be eligible for Issue 1 funding at 50%.

There is \$51,052 of 15-inch Sanitary Sewer lining (331+31.74 to 339+36.10) in North Royalton that is recommended but not included in the \$1,200,000 overall sanitary sewer cost estimate. This would be eligible for Issue 1 funding at 50%.

There is \$21,992 (50/50 split between North Royalton & Parma) of 15-inch Sanitary Sewer lining (339+36.10 to 342+79.79) that is recommended but not included in the \$1,200,000 overall sanitary sewer cost estimate. This would be eligible for Issue 1 funding at 50%.

The remaining \$700,000 in estimated sanitary sewer work is City of Parma related sewer improvements west of the entrance to the North Royalton WWTP site. These sewers would serve only Parma residents. These costs are Issue 1 eligible at 50%.

Shared Cost of Water Main Replacement

The total estimated cost to replace the water main for the length of the project is \$1,440,000.

From a condition standpoint this would be low on CWD’s scoring list for water mains to replace.

25% of the water line needs to be replaced because of grade changes to the roadway and/or other roadway work. The remaining 75% can be replaced using Issue 1 funds to cover an estimated 40% of the cost.

75% of the total cost is \$1,080,000.00

Issue 1 can cover **up to** 50% of cost \$540,000.00

Cost to Cities \$270,000 each

25% of the total cost is \$360,000.00

Issue 1 can cover **up to** 50% of cost \$180,000.00

County can cover 50% remaining cost \$90,000.00

Cost to Cities \$45,000.00 each

Total Estimated Cost to Cities \$315,000.00 each

CERTIFICATE OF ESTIMATED USEFUL LIFE AND MAXIMUM MATURITY

To: The City Council of the
City of North Royalton, Ohio

Ordinance No. 19-79

The undersigned Director of Finance of the City of North Royalton, Ohio as the fiscal officer of said City, hereby certifies as follows:

1. The estimated life of the improvements described as follows exceeds five years:

constructing, renovating, furnishing and equipping a municipal recreational facility at 11409 State Road, North Royalton, Ohio (the "Improvements");

2. The maximum maturity of the bonds proposed to be issued for the purpose of refunding a portion of the City's \$7,435,000 Various Purpose General Obligation Bonds (Limited Tax), Series 2014, dated May 21, 2014 (the "Refunded Bonds"), issued for the purpose of paying a portion of the cost of Improvements cannot exceed the last maturity permitted by law for the Refunded Bonds; and

3. The maximum maturity of the Refunded Bonds, based on the assets financed and determined in accordance with Ohio Revised Code Section 133.20, was 25 years at the time of issuance of the Refunded Bonds and, therefore, the last maturity permitted by law for bonds issued to refund the Refunded Bonds is December 1, 2039; provided that if notes are issued in anticipation of the issuance of such bonds, the maximum maturity of such notes is 11 years.

Dated: August 30th, 2019



Director of Finance
City of North Royalton, Ohio

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED \$5,550,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF REFUNDING A PORTION OF THE CITY'S VARIOUS PURPOSE GENERAL OBLIGATION BONDS (LIMITED TAX), SERIES 2014, DATED, MAY 21, 2014, PREVIOUSLY ISSUED FOR THE PURPOSE OF CONSTRUCTING, RENOVATING, FURNISHING AND EQUIPPING A MUNICIPAL RECREATIONAL FACILITY AT 11409 STATE ROAD, NORTH ROYALTON, OHIO, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton, Ohio (the "City") has issued its Various Purpose General Obligation Bonds (Limited Tax), Series 2014, dated May 21, 2014 (the "Outstanding Bonds") in the original principal amount of \$7,435,000, of which \$6,045,000 currently remains outstanding; and

WHEREAS: The City has entered into an Operating Agreement, dated as of June 3, 2010 (the "Operating Agreement"), with the YMCA of Greater Cleveland (the "YMCA") related to the facilities financed with the proceeds of the Outstanding Bonds, and the City and the YMCA are currently negotiating an amendment and extension to the amended Operating Agreement, which contemplates the refunding of a portion of the Outstanding Bonds; and

WHEREAS: Council has determined that it is advisable and in the best interest of the City to issue (i) refunding bonds (the "Bonds") of the City to refund a portion of the Outstanding Bonds (the "Refunded Bonds") and (ii) refunding bond anticipation notes (the "Notes") in anticipation of the Bonds; and

WHEREAS: It is now deemed necessary to issue and sell not to exceed \$5,550,000 of notes in anticipation of the issuance of the Bonds under authority of the general laws of the State of Ohio, including Chapter 133, Ohio Revised Code, and in particular Sections 133.21 and 133.34 thereof and the City's Charter, for the purpose stated in the title of this Ordinance; and

WHEREAS: The Director of Finance (the "Director of Finance") of the City has certified to this Council that the maximum maturity of the bonds cannot be later than December 1, 2039, and the maximum maturity of notes is 11 years.

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

Section 1. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the principal sum of not to exceed \$5,550,000 for the purpose of refunding a portion of the Outstanding Bonds.

Section 2. The Bonds shall be dated prior to the maturity date of the Notes (as defined hereinbelow), shall bear interest at the maximum average annual interest rate presently estimated to be 5.00% per annum, payable semiannually until the principal sum is paid or provision has been duly made therefor, and shall mature in 20 annual installments. Debt service payments on the Bonds in the years in which the principal is payable shall be substantially equal.

Section 3. It is necessary to issue, and this Council hereby determines that there shall be issued, notes in anticipation of the issuance of the Bonds and to pay principal of and interest on a portion of the Outstanding Bonds.

Section 4. Such anticipatory notes (the "Notes") shall be in the amount of \$5,550,000, or such lesser amount as shall be determined by the Director of Finance and certified to this Council, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the Director of Finance and certified to this Council and shall mature on such date as shall be determined by the Director of Finance and certified to this Council. The Notes shall be issued as fully registered notes in book entry form only, in such denominations as shall be determined by the Director of Finance, but not exceeding the principal amount of Notes maturing on any one date and shall be numbered as determined by the Director of Finance.

The Director of Finance is authorized and directed to execute a Certificate of Fiscal Officer Relating to Terms of Notes ("Certificate of Fiscal Officer") setting forth the final terms of the Notes including the optional or mandatory redemption provisions for the Notes, if any, consistent with the requirements of this ordinance.

Section 5. The Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity and are hereby pledged for such purpose.

Section 6. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Notes are outstanding, in an amount not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Notes as and when the same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

Section 7. The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payments of the premium, if any, and interest on and principal of the Notes and Bonds when and as the same falls due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Notes and Bonds in any year, including payments made by the YMCA pursuant to the Operating Agreement, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

Section 8. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the Director of Finance and certified to this Council, provided that such rate shall not exceed 4.00% per annum. The Notes shall be, and hereby are, awarded and sold to Fifth Third Securities, Inc., Cleveland, Ohio (the "Original Purchaser"), at the par value thereof. The Director of Finance is hereby authorized and directed to deliver the Notes, when executed, to said purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery. (the "Original Purchaser"). The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Escrow Fund sale shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Notes, or other obligations of the City, as permitted by law. Any premium received from the sale of the Notes may be used to pay the financing costs of the Notes within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund.

Section 9. The Notes shall be executed by the Director of Finance and the Mayor, provided that any and all of such signatures may be a facsimile, shall be designated "City of North Royalton, Ohio Various Purpose Refunding Notes, Series 2019 (Federally Taxable)," or as otherwise designated by the Director of Finance, and shall be payable as to both principal and interest at the office of Note Registrar (as defined hereinbelow). The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this ordinance. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this ordinance unless and until a certificate of authentication, as printed on the Notes, is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Notes so authenticated have been duly issued and delivered under this ordinance and are entitled to the security and benefit of this ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the Director of Finance on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section 10. The Director of Finance is authorized and directed to serve as authenticating agent, note registrar, transfer agent, and paying agent for the Notes (collectively, the "Note Registrar") or to execute on behalf of the City a Note Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Director of Finance and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as Note Registrar. If at any time the Note Registrar shall be

unable or unwilling to serve as such, or the Director of Finance, in such officer's discretion, shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Director of Finance may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise all noteholders of the change in identity and new address of the Note Registrar. So long as any of the Notes remain outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this section (the "Note Register"). Subject to the provisions of this ordinance, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount or amounts so paid.

Any Notes, upon presentation and surrender at the designated office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Notes of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register upon presentation and surrender thereof at the designated office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

In all cases in which Notes are exchanged or transferred hereunder, the City shall cause to be executed and the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the City and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Ordinance, as the Notes surrendered upon that transfer or exchange.

Section 11. For purposes of this ordinance, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry and (ii) physical Notes in fully registered form are issued only to a depository or its nominee as registered owner, with the Notes "immobilized" to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Notes.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book entry system to record beneficial ownership of Notes, and to effect transfers of Notes, in book entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

All or any portion of the Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this section shall apply, notwithstanding any other provision of this ordinance: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City. Debt service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the

Depository or its authorized representative upon presentation and surrender of Notes as provided in this ordinance.

The Note Registrar may, with the approval of the City, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this ordinance, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Note Registrar for the Notes and the City. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar for the Notes will furnish a copy of each of those agreements, certified to be correct by the Note Registrar for the Notes, to other Note Registrars for Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this ordinance.

If requested, the Mayor, Director of Finance, Clerk of Council, or any other officer of the City is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, a letter agreement among the City, the Note Registrar for the Notes and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system in substantially the form submitted to the City.

If any Depository determines not to continue to act as a depository for the Notes for use in a book entry system, the City and the Note Registrar for the Notes may attempt to have established a securities depository/book entry relationship with another qualified Depository under this ordinance. If the City and the Note Registrar for the Notes do not or are unable to do so, the City and the Note Registrar for the Notes, after the Note Registrar for the Notes has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by the City or the Note Registrar for the Notes, of those persons requesting such issuance.

The City may decide to discontinue use of the book-entry system through the Depository. In that event, physical Note certificates will be printed and delivered to the Depository.

Section 12. There is hereby created and established, as an account within the bond retirement fund of the City, a trust fund to be designated “City of North Royalton– 2019 Refunding Notes Escrow Fund” (the “Escrow Fund”), or as otherwise designated by the Director of Finance, which account may be in the custody of a bank or trust company as escrow trustee, if desired. The proceeds from the sale of the Notes, except the accrued interest thereon, and premium thereon, if any, shall be deposited in the Escrow Fund, along with such funds, if any, as the Director of Finance may transfer from the bond retirement fund. Such moneys deposited in the Escrow Fund may be (i) held as cash or (ii) used to purchase direct obligations of or obligations guaranteed as to payment by the United States of America of such maturities and interest payment dates and bearing interest at such rates as will, as certified by such independent public accounting firm as shall be acceptable to the Director of Finance and the Original Purchaser without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, be sufficient to pay the interest on, and the redemption price (including any redemption premium) of, the Refunded Bonds on the earliest optional redemption date for the Refunded Bonds. The Director of Finance is also authorized, if necessary or desirable to facilitate the refunding of the Refunded Bonds, to engage a consultant to verify the sufficiency of the cash or other obligations held in the Escrow Fund to refund the Refunded Bonds on such redemption date.

Any accrued interest received from the sale of the Notes shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Notes, or other obligations of the City, as permitted by law. Any premium received from the sale of the Notes may be used to pay the financing costs of the Notes within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund, including the Escrow Fund contained therein, in the manner provided by law.

The Director of Finance is hereby authorized to execute on behalf of the City an Escrow Agreement (the “Escrow Agreement”) with a bank or trust company to be selected by the Director of Finance (the “Escrow Trustee”), setting forth the terms by which the Escrow Fund shall be held and disbursed, if the Director of Finance determines that an Escrow Agreement is necessary or beneficial to facilitate the refunding of the Refunded Bonds. Such an Escrow Agreement shall be in such form, not inconsistent with this Resolution, as the Director of Finance shall determine

Section 13. The Director of Finance, on behalf of the City, is hereby authorized to appoint the firm of MAS Financial Advisory Services, to serve as municipal advisor to the City in connection with the issuance of the Notes. The fees to be paid to such firm shall be subject to review and approval of the Director of Finance, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Notes.

Section 14. The officer having charge of the minutes of the Council and any other officers of the City, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Director of Finance and a no-litigation certificate of the Mayor and the Director of Finance, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein.

This Council further hereby authorizes and directs the Mayor, the Law Director, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions, including the appointment of Bricker & Eckler LLP as bond counsel, as may be appropriate to implement this Ordinance.

Section 15. The Director of Finance, the Mayor, the Law Director, and any other officer of the City or of the Council are hereby authorized and directed to take such action (including, but not limited to, hiring such professionals or consultants as may be needed to facilitate the issuance of the Notes) and to execute and deliver, on behalf of the City, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Ordinance. Such documents shall be in the form not substantially inconsistent with the terms of this Ordinance, as they in their discretion shall deem necessary or appropriate.

Section 16. It is hereby 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 of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 17. It is hereby determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

Section 18. The Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the Auditor of Cuyahoga County, Ohio.

Section 19. This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the City and its inhabitants for the reason that this ordinance must be immediately effective for the reason that the City needs to refund the Outstanding Bonds prior to December 1, 2019 in accordance with the amended Operating Agreement; wherefore this ordinance shall take effect and be in force from and immediately after its adoption.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

CERTIFICATE

The undersigned Clerk of Council hereby certifies that the foregoing is a true copy of ordinance No. _____ duly adopted by the City Council of City of North Royalton, Ohio on _____, 2019 and that a true copy thereof was certified to the County Fiscal Officer of Cuyahoga County, Ohio, on _____, 2019.

Director of Legislative Services
City of North Royalton, Ohio

**RECEIPT OF COUNTY FISCAL OFFICER FOR
LEGISLATION PROVIDING
FOR THE ISSUANCE OF
GENERAL OBLIGATION NOTES**

I, Dennis G. Kennedy, the duly elected, qualified, and acting County Fiscal Officer in and for Cuyahoga County, Ohio hereby certify that a certified copy of an ordinance duly adopted by the City Council of the City of North Royalton, Ohio, on _____, 2019, providing for the issuance of general obligation notes designated City of North Royalton, Ohio Various Purpose Refunding Notes, Series 2019 (Federally Taxable), in the amount of not to exceed \$5,550,000 was filed in this office on _____, 2019.

WITNESS my hand and official seal at North Royalton, Ohio this ____ day of _____, 2019.

[SEAL]

County Fiscal Officer
Cuyahoga County, Ohio