

February 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS AND UTILITIES 6:00	2 PLANNING COMMISSION 7:00 CAUCUS 6:45	3	4	5
6	7	8	9	10	11	12
13	14 <i>VALENTINE'S DAY</i> CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	15 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	16	17	18	19
20	21 <i>PRESIDENT'S DAY</i>	22 RECREATION BOARD 6:00	23	24 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	25	26
27	28					

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

March 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS AND UTILITIES 6:00	2	3	4	5
6	7	8	9 PLANNING COMMISSION 7:00 CAUCUS 6:45	10	11	12
13 <i>DAYLIGHT SAVING TIME BEGINS</i>	14 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	15 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	16	17 <i>ST. PATRICK'S DAY</i>	18	19
20	21	22	23	24 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	25	26
27	28	29 RECREATION BOARD 6:00	30	31		

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

**NORTH ROYALTON CITY COUNCIL
A G E N D A
FEBRUARY 15, 2022**

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 Minutes: February 1, 2022.
- 5. Communications.
- 6. Mayor's Report.
- 7. Department Head Reports.
- 8. President of Council's Report.
- 9. Committee Reports:

Building & Building Codes

Finance

Review & Oversight

Safety

Storm Water

Streets

Utilities

John Nickell

Paul Marnecheck

Jeremy Dietrich

Michael Vos

Linda Barath

Joanne Krejci

Dawn Carbone-McDonald
- 10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals

Planning Commission

Recreation Board

John Nickell

Paul Marnecheck

Jeremy Dietrich
- 11. Public Discussion: Five minute maximum, on current agenda legislation only.
- 12. LEGISLATION

THIRD READING CONSIDERATION

- 1. **21-78 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATION, CHAPTER 212 PUBLIC MEETINGS, SECTION 212.03 OPEN MEETINGS REQUIRED; MINUTES, AND DECLARING AN EMERGENCY. First reading April 20, 2021. Second reading May 4, 2021.**
- 2. **21-194 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 12 PLANNING AND ZONING CODE, CHAPTER 1260 GENERAL PROVISIONS AND DEFINITIONS, 1260.07 DEFINITIONS AND PART 12 PLANNING AND ZONING CODE, CHAPTER 1276 BUSINESS DISTRICTS, SECTION 1276.03 USE REGULATIONS FOR LOCAL BUSINESS DISTRICTS, AND DECLARING AN EMERGENCY. First reading December 7, 2021 and referred to Building and Building Codes. Second reading December 21, 2021.**
- 3. **21-195 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 12 PLANNING AND ZONING CODE, CHAPTER 1248 IMPROVEMENTS, SECTION 1248.01 SUBDIVISION IMPROVEMENTS REQUIRED BEFORE FINAL APPROVAL AND SECTION 1248.02 REQUIRED SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS, AND DECLARING AN EMERGENCY. First reading December 7, 2021 and referred to Building and Building Codes. Second reading December 21, 2021.**

SECOND READING CONSIDERATION

1. **22-19** - AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT(S), AND DECLARING AN EMERGENCY. **First reading February 1, 2022.**
2. **22-31** - AN ORDINANCE AMENDING ORDINANCE 21-182, ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEARS 2022 AND 2023, AND DECLARING AN EMERGENCY. **First reading February 1, 2022 and referred to Finance Committee.**
3. **22-32** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 2 ADMINISTRATION CODE CHAPTER 232 DEPARTMENT OF FINANCE, AMENDING ORDINANCE 10-103 STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON SECTION 4 FINANCE DEPARTMENT, AND AMENDING ORDINANCE 21-182 ESTABLISHING RATES OF COMPENSATION FOR NON UNION EMPLOYEES OF THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY. **First reading February 1, 2022 and referred to Finance Committee.**

FIRST READING CONSIDERATION

1. **22-33** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE PINESTREAM SUBDIVISION STORM SEWER IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.
 2. **22-34** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 21-184 AND 22-21 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
 3. **22-35** - AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT AWARD FROM THE OHIO FACILITIES CONSTRUCTION COMMISSION IN THE AMOUNT OF \$100,000 FOR THE NORTH ROYALTON MEMORIAL PARK AMPHITHEATER, AND DECLARING AN EMERGENCY.
 4. **22-36** - AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE PROPOSED TERM SHEET AND TO EXECUTE THE COOPERATIVE PLANNING AGREEMENT WITH OHIO WATER DEVELOPMENT AUTHORITY (OWDA) FOR THE NORTH ROYALTON WASTEWATER TREATMENT PLANT B CONVERSION, AND UPON APPROVAL, TO EXECUTE ALL LOAN DOCUMENTS CONFORMING TO THE AGREEMENT, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
 14. Adjournment.

ORDINANCE NO. 22-33

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck, Carbone-McDonald

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE PINESTREAM SUBDIVISION STORM SEWER IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY

- WHEREAS: Northeast Ohio Regional Sewer District (NEORS D) adopted Resolution 114-13 authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with member communities; and
- WHEREAS: The purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and
- WHEREAS: The Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and
- WHEREAS: The District supports the Community Cost-Share Pinestream Subdivision Storm Sewer Improvement (the “Project”) as a Community Cost-Share project proposed by the city; and
- WHEREAS: It is therefore necessary to authorize the Mayor to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District in order to participate in this program; and
- WHEREAS: Council desires to provide for this authorization.

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

- Section 1. The Mayor is hereby authorized to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District for the Pinestream Subdivision Storm Sewer Improvement project pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit 1 and incorporated as if fully rewritten.
- Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District.

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

_____ PRESIDENT OF COUNCIL	APPROVED: _____ MAYOR
DATE PASSED: _____ DATE APPROVED: _____	
ATTEST: _____ DIRECTOR OF LEGISLATIVE SERVICES	

YEAS:

NAYS:

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

This Agreement is made and entered into this _____ day of _____, 2022, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and the City of North Royalton (City), acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 202__ (Exhibit “B”).

Recitals

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

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

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

WHEREAS, the District supports the Community Cost-Share Pinestream Subdivision Storm Sewer Improvement project (the “Project”) as a Community Cost-Share project proposed by the City; and

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

Article 1.0 **City Obligations**

1.1 The City agrees to perform as follows:

- 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit “C”)
- 1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.

- 1.1.3 Notify the City's Watershed Team Leader at least 7 business days prior to the start of the Project.
- 1.1.4 Meet with District staff when requested to review the Project status.
- 1.1.5 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 **District's Obligations**

- 2.1 The District agrees to perform as follows:
 - 2.1.1. Allocate \$429,551.00 to the City for the Project from the City's Community Cost-Share Account.
 - 2.1.2. Provide reimbursement of funds up to \$429,551.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
 - 2.1.3. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
 - 2.1.4. Acknowledge the City in presentations or publications related to the Project.

Article 3.0 **Dispute Resolution**

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

District Representative	City Representative
Watershed Team Leader	Justin Haselton, P.E. City Engineer

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

District Representative	City Representative
Director of Watershed Programs	Justin Haselton, P.E.

	City Engineer
--	---------------

- 3.03 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 3.04 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

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

Article 5 **Counterpart Signatures**

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

Article 6 **Governing Law**

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

Article 7 **Disclaimer of Joint Venture**

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

Article 8 **Authority to Execute**

- 8.01 Each person executing this Agreement represents and warrants that it is duly authorized

to execute this Agreement by the party on whose behalf it is so executing.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit “A” – District Resolution

Exhibit “B” – City Ordinance/Resolution

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF NORTH ROYALTON

By: _____

Title: _____

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

CITY OF NORTH ROYALTON

Thomas A. Kelly
Director of Law

This Instrument Prepared By:

Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

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

[FOR NEORSD USE]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

COMMUNITY COST-SHARE PROJECT:

PINESTREAM SUBDIVISION STORM SEWER
IMPROVEMENT

Total Approximate Cost: \$429,551.00

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

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

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

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Budget Center 8100

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

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

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

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

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

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

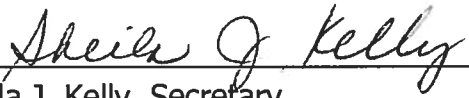
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities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

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

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

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

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



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

EXHIBIT B

(Insert Member Community
Ordinance/Resolution)

EXHIBIT C



Community Cost-Share Program APPLICATION

Member Community Information

Community:	North Royalton
Primary Project Contact: (Name & Title)	Justin Haselton City Engineer
Mailing Address:	11545 Royalton Road North Royalton, OH 44133
Phone Number:	440-227-1018
Email:	jhaselton@northroyalton.org

Project Information

Project Title:	Pinestream Subdivision Storm Sewer Impr
Address or Location of Project:	Waterbridge Drive near Watercrest Drive
Project Start Date:	February, 2022
Project End Date:	May, 2022
Community Cost-Share Fund Request:	\$429,551.00
Submission Date:	1/20/22



Project Narrative

1) Project Summary (1,000 word maximum)

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

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

This project will reduce street and home flooding. The current storm sewer system is comprised of a culvert that directs an incoming stream through the development. Additionally, the street and lot storm sewer systems are collected and directed to this culvert. During larger rain events the system becomes surcharged backing up stormwater into the streets and lots. This project will improve the situation by separating the street and lot collection systems from the culvert. The street stormwater will have a separate outlet to the East Branch of the Rocky River.

This is the construction portion of the project and will be constructed between February and May, 2022.

This project was reviewed by NEORSD stormwater staff.



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

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

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

The City will be responsible for the long-term maintenance of the storm sewers.



*Community Cost-Share Program
Application*

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

Public outreach is required if appropriate for your project.

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

The neighbors have been vocal about this problem and have been kept abreast throughout the design and bidding process. A new letter will be sent shortly with more specific information on construction dates.



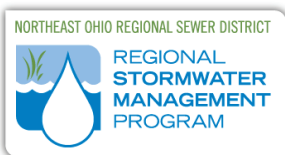
*Community Cost-Share Program
Application*

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

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

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

The construction cost is \$429,551.00. As can be seen on the attached Change Order form, the project was awarded at \$429,653.10 but before construction began, some changes were made that lower the construction cost slightly.



Vendor Registration

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

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services	\$429,551.00	S.E.T. - Contractor
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials		
Other		
TOTAL	\$ 429,551.00	

CHANGE ORDER NO.: 2Date: 12/16/2021PROJECT NAME: Pinestream Subdivision Storm Sewer ImprovementsOWNER: City of North RoyaltonCONTRACTOR: S.E.T. Inc.PROJECT NO.: 200950DESCRIPTION: Line item adjustments for realignment of pipe and changing pipe material to HDPE.
See attached summary sheet.**CONTRACT PRICE:**

ORIGINAL CONTRACT PRICE:	<u>\$429,653.10</u>
NET PRIOR CHANGE ORDERS:	<u>\$0.00</u>
CURRENT CONTRACT PRICE:	<u>\$429,653.10</u>
NET AMOUNT THIS CHANGE ORDER:	<u>(\$102.10)</u>
REVISED CONTRACT PRICE:	<u>\$429,551.00</u>

CONTRACT TIME:

ORIGINAL COMPLETION DATE:	<u>10/31/2021</u>	
CURRENT COMPLETION DATE:	<u>5/7/2022</u>	
AMOUNT OF TIME EXTENSION THIS CHANGE ORDER:	<u>0</u>	START DATE: <u>2/1/2022</u>
REVISED SUBSTANTIAL COMPLETION DATE:	<u>5/7/2022</u>	
REVISED RESTORATION COMPLETION DATE:	<u>5/27/2022</u>	

ACCEPTED BY:

Jeff Susany	DATE
S.E.T. Inc.	<u>12/26/21</u>

APPROVAL RECOMMENDED BY:

Justin Haselton, P.E.	DATE
CT Consultants, Inc.	

APPROVALS:

Hon. Larry Antoskiewicz	DATE
Mayor	

ORDINANCE NO. 22-34

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 21-184 AND 22-21 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

WHEREAS: Council wishes to amend the Original Appropriation Ordinance 21-184 and 22-21 for the fiscal year ending December 31, 2022 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, 2022, 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	2,000,000.00	Operating
General Fund	SCMR Fund	700,000.00	Operating
General Fund	Enterprise Zone	37,200.00	Operating
General Fund	Police Pension Fund	350,000.00	Operating
General Fund	Fire Pension Fund	555,000.00	Operating
General Fund	General Bond Retirement Fund	600,000.00	Debt Service
General Fund	Rec Capital Improvement Fund	961,500.00	Operating
YMCA Special Revenue	General Bond Retirement Fund	428,000.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund	209,837.00	Debt Service
Fire Capital Improvement Fund	General Bond Retirement Fund	235,838.00	Debt Service
Sprague Road Reconstruction 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 his 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 2022 Amending Budget Ordinance					
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Amendments February 15, 2022 Meeting		Total 2022 Appropriations
GENERAL FUND					
POLICE DEPARTMENT					
Personal Service	3,976,000.00		(74,827.43)	A	3,901,172.57
Contractual Services	319,611.00	30,240.00			349,851.00
Supply & Materials	168,200.00	38,680.00			206,880.00
Capital Outlay	14,500.00	53,500.00			68,000.00
Debt Service	147,000.00				147,000.00
Total Police Department	4,625,311.00	122,420.00	(74,827.43)		4,672,903.57
ANIMAL CONTROL					
Personal Service	172,300.00				172,300.00
Contractual Services	4,452.00	350.00			4,802.00
Supply & Materials	4,880.00	1,410.00			6,290.00
Capital Outlay	200.00				200.00
Total Animal Control Department	181,832.00	1,760.00	-		183,592.00
FIRE DEPARTMENT					
Personal Service	456,650.00	6,000.00	5,400.00	B	468,050.00
Contractual Services	355,700.00	59,000.00			414,700.00
Supply & Materials	114,500.00		8,900.00	C	123,400.00
Total Fire Department	926,850.00	65,000.00	14,300.00		1,006,150.00
POLICE AND FIRE COMMUNICATIONS					
Personal Service	388,550.00	-			388,550.00
Contractual Services	817,497.00	38,898.00			856,395.00
Supply & Materials	1,545.00				1,545.00
Capital Outlay	1,500.00				1,500.00
Total Police & Fire Comm	1,209,092.00	38,898.00	-		1,247,990.00
STREET LIGHTING					
Contractual Services	100,000.00				100,000.00
Total Street Lighting	100,000.00	-	-		100,000.00
CEMETERY DEPARTMENT					
Contractual Services	29,150.00				29,150.00
Supply & Materials	192,690.00				192,690.00
Capital Outlay	42,000.00	-			42,000.00
Total Cemetery Department	263,840.00	-	-		263,840.00
PARKS & RECREATION DEPARTMENT					
Personal Service	577,950.00	-	2,000.00	B	579,950.00
Contractual Services	92,121.00	-			92,121.00
Supply & Materials	145,960.00	10,000.00			155,960.00
Capital Outlay	80,000.00	5,000.00			85,000.00
Total Parks & Recreation Department	896,031.00	15,000.00	2,000.00		913,031.00
PLANNING COMMISION					
Personal Service	102,600.00				102,600.00
Contractual Services	9,600.00				9,600.00
Supply & Materials	850.00				850.00
Total Planning Commission	113,050.00	-	-		113,050.00
BOARD OF ZONING					
Personal Service	8,450.00				8,450.00
Contractual Services	3,500.00				3,500.00
Supply & Materials	950.00				950.00
Total Board of Zoning	12,900.00	-	-		12,900.00
BUILDING DEPARTMENT					
Personal Service	755,450.00				755,450.00
Contractual Services	127,000.00				127,000.00
Supply & Materials	23,800.00				23,800.00
Capital Outlay	46,200.00				46,200.00
Total Building Department	952,450.00	-	-		952,450.00
COMMUNITY DEVELOPMENT					
Personal Service	179,850.00		700.00	B	180,550.00
Contractual Services	105,800.00		25,000.00	D	130,800.00
Supply & Materials	3,750.00				3,750.00
Capital Outlay	-				-
Total Community Development	289,400.00	-	25,700.00		315,100.00
RUBBISH COLLECTION					
Contractual Services	1,700,000.00				1,700,000.00
Total Rubbish Collection	1,700,000.00	-	-		1,700,000.00
SERVICE BUILDING AND GROUNDS					
Contractual Services	82,500.00				82,500.00
Supply & Materials	32,000.00				32,000.00
Total Service Bldg. & Grounds	114,500.00	-	-		114,500.00

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance				
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Amendments February 15, 2022 Meeting	Total 2022 Appropriations
MAYOR'S OFFICE				
Personal Service	271,200.00		750.00 B	271,950.00
Contractual Services	32,200.00			32,200.00
Supply & Materials	3,100.00			3,100.00
Capital Outlay	800.00			800.00
Total Mayor's Office	307,300.00	-	750.00	308,050.00
FINANCE DEPARTMENT				
Personal Service	340,700.00		4,715.00 B	345,415.00
Contractual Services	140,250.00	1,000.00		141,250.00
Supply & Materials	2,500.00			2,500.00
Capital Outlay	2,500.00			2,500.00
Total Finance Department	485,950.00	1,000.00	4,715.00	491,665.00
LEGAL ADMINISTRATION				
Personal Service	376,200.00		5,000.00 B	381,200.00
Contractual Services	137,300.00			137,300.00
Supply & Materials	10,000.00			10,000.00
Capital Outlay	-		2,500.00 E	2,500.00
Total Legal Administration	523,500.00	-	7,500.00	531,000.00
ENGINEERING DEPARTMENT				
Personal Service	103,050.00		700.00 B	103,750.00
Contractual Services	234,250.00			234,250.00
Supply & Materials	500.00			500.00
Capital Outlay	3,500.00			3,500.00
Total Engineering	341,300.00	-	700.00	342,000.00
LEGISLATIVE				
Personal Service	343,500.00			343,500.00
Contractual Services	81,600.00			81,600.00
Supply & Materials	13,500.00			13,500.00
Capital Outlay	6,000.00			6,000.00
Total Legislative Activity	444,600.00	-	-	444,600.00
MAYOR'S COURT				
Personal Service	215,250.00			215,250.00
Contractual Services	44,200.00		9,275.00 F	53,475.00
Supply & Materials	1,100.00			1,100.00
Total Mayor's Court	260,550.00	-	9,275.00	269,825.00
CIVIL SERVICE				
Personal Service	5,050.00			5,050.00
Contractual Services	22,400.00			22,400.00
Supply & Materials	200.00			200.00
Total Civil Service	27,650.00	-	-	27,650.00

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance				
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Amendments February 15, 2022 Meeting	Total 2022 Appropriations
CITY HALL BUILDING				
Personal Service	245,650.00		700.00 B	246,350.00
Contractual Services	231,550.00			231,550.00
Supply & Materials	16,000.00		6,000.00 G	22,000.00
Capital Outlay	15,000.00	40,000.00		55,000.00
Total City Hall Building	508,200.00	40,000.00	6,700.00	554,900.00
OTHER GENERAL GOVERNMENT				
Personal Services	7,500.00			7,500.00
Supply & Materials	265,000.00	75,000.00		340,000.00
Transfers-Out	4,717,200.00	1,036,500.00		5,753,700.00
Advances-Out	-			-
Total - Other General Government	4,989,700.00	1,111,500.00	-	6,101,200.00
TOTAL - GENERAL FUND	19,274,006.00	1,395,578.00	(3,187.43)	20,666,396.57
ENFORCEMENT AND EDUCATIONAL FUND #205				
Personal Service	15,000.00			15,000.00
Supply & Materials	6,000.00			6,000.00
Total Enforcement & Education Fund	21,000.00	-	-	21,000.00
DRUG LAW ENFORCEMENT FUND #206				
Supply & Materials	200.00			200.00
Total Drug Law Enforcement Fund	200.00	-	-	200.00
POLICE FACILITY OPERATING FUND #207				
Personal Service	985,000.00			985,000.00
Contractual Services	13,450.00	9,225.00		22,675.00
Supply & Materials	59,435.00	4,000.00		63,435.00
Capital Outlay	1,500.00			1,500.00
Total Police Facility Operating Fund	1,059,385.00	13,225.00	-	1,072,610.00
LAW ENFORCEMENT TRUST FUND #208				
Contractual Service	1,500.00			1,500.00
Supply & Materials	5,500.00			5,500.00
Capital Outlay	37,500.00			37,500.00
Total Law Enforcement Trust Fund	44,500.00	-	-	44,500.00
EMERGENCY MEDICAL SERVICE LEVY FUND #209				
Personal Service	3,404,000.00		14,275.00 B	3,418,275.00
Contractual Services	77,000.00		400.00 H	77,400.00
Supply & Materials	41,800.00		2,350.00 I	44,150.00
Total EMS Levy Fund	3,522,800.00	-	17,025.00	3,539,825.00
MOTOR VEHICLE LICENSE FUND #210				
Street Repair	225,000.00			225,000.00
Total Motor Vehicle License Fund	225,000.00	-	-	225,000.00
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211				
Signals & Signs				
Contractual Services	65,000.00			65,000.00
Supply & Materials	25,000.00			25,000.00
	90,000.00	-	-	90,000.00
Street Reconstruction				
Contractual Service	200,000.00			200,000.00
Capital Outlay	1,775,000.00	(475,000.00)		1,300,000.00
	1,975,000.00	(475,000.00)	-	1,500,000.00
Street Construction, Maintenance & Repair				
Personal Service	1,955,800.00			1,955,800.00
Contractual Services	126,350.00			126,350.00
Supply & Materials	521,800.00			521,800.00
Capital Outlay	432,400.00	475,000.00		907,400.00
	3,036,350.00	475,000.00	-	3,511,350.00

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance				
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Amendments February 15, 2022 Meeting	Total 2022 Appropriations
Snow Removal				
Personal Service	45,550.00			45,550.00
Contractual Services	20,000.00			20,000.00
Supply & Materials	454,000.00			454,000.00
Capital Outlay	-			-
	519,550.00	-	-	519,550.00
Total SCMR Fund	5,620,900.00	-	-	5,620,900.00
STATE HIGHWAY FUND #212				
Traffic Signals & Marking				
Contractual Services	25,000.00	-	-	25,000.00
Street Maintenance & Repair				
Operating Supplies	30,000.00	-	-	30,000.00
Snow & Ice Removal				
Supply & Materials	70,000.00	-	-	70,000.00
Total State Highway Fund	125,000.00	-	-	125,000.00
CITY INCOME TAX FUND #213				
Contractual Services	500,000.00			500,000.00
Total City Income Tax Fund	500,000.00	-	-	500,000.00
POLICE LEVY FUND #215				
Personal Services	1,130,000.00		(100,000.00) J	1,030,000.00
Contractual Services	2,000.00			2,000.00
Capital Outlay	264,500.00		124,720.00 J	389,220.00
Total Police Levy Fund	1,396,500.00	-	24,720.00	1,421,220.00
FIRE LEVY FUND #216				
Personal Service	980,000.00			980,000.00
Total Fire Levy Fund	980,000.00	-	-	980,000.00
RECYCLING GRANT FUND #217				
Contractual Services	6,000.00			6,000.00
Total Recycling Grant Fund	6,000.00	-	-	6,000.00
OFFICE ON AGING FUND #219				
Personal Services	148,750.00			148,750.00
Contractual Services	48,250.00	7,500.00		55,750.00
Supply & Materials	11,550.00			11,550.00
Capital Outlay	800.00			800.00
Total Office on Aging Fund	209,350.00	7,500.00	-	216,850.00
NOPEC GRANT FUND #221				
Contractual Services	-			-
Capital Outlay	140,000.00	(50,000.00)		90,000.00
Total NOPEC Grant Fund	140,000.00	(50,000.00)	-	90,000.00
COURT COMPUTER FUND #236				
Contractual Services	5,000.00			5,000.00
Operating Supplies	5,000.00			5,000.00
Capital Outlay	-			-
Total Court Computer Fund	10,000.00	-	-	10,000.00
COMMUNITY DIVERSION PROGRAM FUND #237				
Personal Services	3,500.00			3,500.00
Contractual Services	2,000.00			2,000.00
Operating Supplies	450.00			450.00
Total Community Diversion Program Fund	5,950.00	-	-	5,950.00
ENTERPTISE ZONE FUND #239				
Contractual Services	38,800.00			38,800.00
Total Enterprise Zone Fund	38,800.00	-	-	38,800.00
YMCA SPECIAL REVENUE FUND #249				
Transfers-Out	428,000.00			428,000.00
Total YMCA Special Revenue Fund	428,000.00	-	-	428,000.00
LOCAL CORONAVIRUS RELIEF FUND #252				
Personal Service	-	1,667.05		1,667.05
Operating Supplies	-	-		-
Total Local Coronavirus Relief Fund	-	1,667.05	-	1,667.05
ARPA FEDERAL FUND #254				
Personal Service	1,574,827.00		74,827.43 K	1,649,654.43
Capital Outlay	-	-		-
Total Local Coronavirus Relief Fund	1,574,827.00	-	74,827.43	1,649,654.43

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance				
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Amendments February 15, 2022 Meeting	Total 2022 Appropriations
ACCRUED BALANCES FUND #260				
Personal Service	150,000.00			150,000.00
Total Accrued Balances Fund	<u>150,000.00</u>	<u>-</u>	<u>-</u>	<u>150,000.00</u>
POLICE PENSION FUND #261				
Personal Service	670,670.00			670,670.00
Total Police Pension Fund	<u>670,670.00</u>	<u>-</u>	<u>-</u>	<u>670,670.00</u>
FIRE PENSION FUND #262				
Personal Service	782,277.00			782,277.00
Total Fire Pension Fund	<u>782,277.00</u>	<u>-</u>	<u>-</u>	<u>782,277.00</u>
GENERAL BOND RETIREMENT FUND #321				
Contractual Services	15,000.00	(15,000.00)		-
Operating Supplies	-	15,000.00		15,000.00
Debt Service - Interest	580,000.00			580,000.00
Debt Service - Principal	1,405,000.00			1,405,000.00
Total General Bond Retirement Fund	<u>2,000,000.00</u>	<u>-</u>	<u>-</u>	<u>2,000,000.00</u>
SPECIAL ASSESSMENT FUND #341				
Contractual Service	2,000.00	(2,000.00)		-
Operating Supplies	-	2,000.00		2,000.00
Debt Service	125,000.00			125,000.00
Total Special Assessment Fund	<u>127,000.00</u>	<u>-</u>	<u>-</u>	<u>127,000.00</u>
SERVICE CAPITAL FUND #430				
Capital Outlay	75,000.00	91,715.00		166,715.00
Debt Service	-			-
Total Service Capital Fund	<u>75,000.00</u>	<u>91,715.00</u>	<u>-</u>	<u>166,715.00</u>
RECREATION CAPITAL IMPROVEMENT FUND #431				
Contractual Services	6,000.00	50,500.00		56,500.00
Capital Outlay	-	911,000.00		911,000.00
Total Rec Capital Improvement Fund	<u>6,000.00</u>	<u>961,500.00</u>	<u>-</u>	<u>967,500.00</u>
FUTURE CAPITAL IMPROVEMENT FUND #432				
Professional Services	-			-
Capital Outlay	-			-
Transfers-Out	209,837.00			209,837.00
Total Future Capital Improvement Fund	<u>209,837.00</u>	<u>-</u>	<u>-</u>	<u>209,837.00</u>
STORM AND SEWER DRAINAGE FUND #433				
Contractual Services	62,000.00			62,000.00
Total Storm & Sewer Drainage Fund	<u>62,000.00</u>	<u>-</u>	<u>-</u>	<u>62,000.00</u>
FIRE CAPITAL IMPROVEMENT FUND #434				
Contractual Service	37,000.00			37,000.00
Operating Supplies	1,000.00			1,000.00
Capital Outlay	131,000.00			131,000.00
Debt Service	107,813.00			107,813.00
Transfer Out	235,838.00			235,838.00
Advance Out	-			-
Total Fire Capital Improvement Fund	<u>512,651.00</u>	<u>-</u>	<u>-</u>	<u>512,651.00</u>
YMCA CAPITAL RESERVE FUND #437				
Contractual Services	30,000.00			30,000.00
Capital Outlay	-			-
Total YMCA Capital Imp Fund	<u>30,000.00</u>	<u>-</u>	<u>-</u>	<u>30,000.00</u>

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance				
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Amendments February 15, 2022 Meeting	Total 2022 Appropriations
EXCESSIVE LOAD FUND #444				
Contractual Services	-			-
Capital Outlay	-			-
Total Wallings Road Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
WATER MAIN FUND #445				
Contractual Services	15,000.00			15,000.00
Operating Supplies	-			-
Capital Outlay	-			-
Total Water Main Fund	<u>15,000.00</u>	<u>-</u>	<u>-</u>	<u>15,000.00</u>
YMCA CAPITAL IMPROVEMENT FUND #449				
Contractual Services	-			-
Total YMCA Capital Imp Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ISSUE 1 - SPRAGUE ROAD FUND #451				
Transfer Out	17,887.00			17,887.00
Total Issue 1 - Sprague Rd. Fund	<u>17,887.00</u>	<u>-</u>	<u>-</u>	<u>17,887.00</u>
ENERGY CONSERVATION PROJECT CAPITAL FUND #463				
Capital Outlay	-			-
Total Energy Conservation Project Capital Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TRADITIONS AT ROYALTON PLACE TIF #465				
Capital Outlay	250,000.00			250,000.00
Total Traditions at Royalton Place TIF#465	<u>250,000.00</u>	<u>-</u>	<u>-</u>	<u>250,000.00</u>
WASTEWATER TREATMENT FUND #551				
Sanitary Sewer Treatment				
Personal Services	1,332,500.00		43,395.00	1,375,895.00
Contractual Services	2,706,700.00	3,500.00	75,000.00	2,785,200.00
Supply & Materials	475,300.00			475,300.00
Capital Outlay	450,000.00			450,000.00
Advance Out	-			-
Total Wastewater Treatment Fund	<u>4,964,500.00</u>	<u>3,500.00</u>	<u>118,395.00</u>	<u>5,086,395.00</u>
WASTEWATER MAINTENANCE FUND #552				
Storm Sewer & Drainage Maintenance				
Personal Service	710,500.00		24,671.00	735,171.00
Contractual Services	444,600.00			444,600.00
Supply & Materials	189,500.00			189,500.00
Capital Outlay	640,000.00			640,000.00
Total Stormwater & Drainage	<u>1,984,600.00</u>	<u>-</u>	<u>24,671.00</u>	<u>2,009,271.00</u>
Wastewater Maintenance				
Personal Service	972,600.00			972,600.00
Contractual Services	377,200.00			377,200.00
Supply & Materials	327,200.00			327,200.00
Capital Outlay	203,000.00			203,000.00
Total Wastewater Maintenance	<u>1,880,000.00</u>	<u>-</u>	<u>-</u>	<u>1,880,000.00</u>
Total WW Maintenance Fund	<u>3,864,600.00</u>	<u>-</u>	<u>24,671.00</u>	<u>3,889,271.00</u>
WASTEWATER DEBT SERVICE FUND #553				
Debt Service	1,165,800.00			1,165,800.00
Total WW Debt Service Fund	<u>1,165,800.00</u>	<u>-</u>	<u>-</u>	<u>1,165,800.00</u>
WASTEWATER REPAIR AND REPLACEMENT FUND #555				
Transfers-Out	-	-		-
Total WW Repair & Replacem't	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710				
Personal Services	-			-
Contractual Service	-			-
Other Operating	-			-
Transfer-Out				-
Total OGBC Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
IMPROVEMENT HOLDING FUND #763				
Refunds	10,000.00		75,000.00	85,000.00
Total Improvement Holding Fund	<u>10,000.00</u>	<u>-</u>	<u>75,000.00</u>	<u>85,000.00</u>

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Amendments February 15, 2022 Meeting	Total 2022 Appropriations
OHIO BOARD OF BUILDING STANDARDS FUND #764				
Other	3,000.00			3,000.00
Total OBBS Fund	3,000.00	-	-	3,000.00
BUILDING CONSTRUCTION BOND FUND #766				
Other	70,000.00			70,000.00
Total Bldg. Construction Bond Fund	70,000.00	-	-	70,000.00
OFFICE ON AGING DEPOSITS FUND #768				
Other	500.00			500.00
Total Office on Aging Deposits Fund	500.00	-	-	500.00
UNCLAIMED FUNDS #769				
Other	500.00			500.00
Total Unclaimed Funds	500.00	-	-	500.00
FUND TOTALS	50,169,440.00	2,424,685.05	331,451.00	52,925,576.05

ORDINANCE NO. 22-35

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck, Carbone-McDonald

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT AWARD FROM THE OHIO
FACILITIES CONSTRUCTION COMMISSION IN THE AMOUNT OF \$100,000 FOR THE NORTH
ROYALTON MEMORIAL PARK AMPHITHEATER,
AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has been awarded a grant in the amount of \$100,000 from the Ohio Facilities Construction Commission; and

WHEREAS: This grant award has been approved by the Ohio Facilities Construction Commission to be applied towards the construction of the North Royalton Memorial Park Amphitheater; and

WHEREAS: It is therefore necessary to authorize the Mayor to accept the grant award from the Ohio Facilities Construction Commission and to apply to the construction of the North Royalton Memorial Park Amphitheater.

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

Section 1. Council hereby authorizes the Mayor to accept the grant award from the Ohio Facilities Construction Commission in the amount of \$100,000 and to apply to the construction of the North Royalton Memorial Park Amphitheater pursuant to terms and conditions as approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

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

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to accept the grant award from the Ohio Facilities Construction Commission in the amount of \$100,000 and to apply to the construction of the North Royalton Memorial Park Amphitheater.

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:

CULTURAL PROJECT COOPERATIVE USE AGREEMENT

NORTH ROYALTON MEMORIAL PARK AMPHITHEATER

This Cooperative Use Agreement (Agreement) is entered into by and between the City of North Royalton, as the Project Sponsor (Project Sponsor), and the State of Ohio (State), acting by and through the Ohio Facilities Construction Commission (Commission), a state agency organized and operating under Ohio Revised Code (ORC) Chapter 123 (the Commission and the Project Sponsor, collectively, the Parties). This Agreement becomes effective upon the date it is signed by all of the Parties (Effective Date).

RECITALS

1. Pursuant to ORC Chapter 154, Article VIII Section 2i of the Ohio Constitution, and pursuant to a General Bond Order issued by the Ohio Treasurer of State (Treasurer) on August 31, 2005, bonds (Facility Bonds) were issued for the purpose of providing grant moneys to pay the costs of acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping and furnishing capital facilities, which are Ohio cultural facilities, as defined in ORC Section 123.28(J).
2. The Ohio Public Facilities Commission (OPFC) entered into the OPFC Lease pursuant to which the Commission will make lease rental payments, which will be assigned by OPFC to the Treasurer, in connection with Ohio cultural facilities.
3. The Commission is a body corporate and politic, an agency of state government and an instrumentality of the State, performing essential governmental functions of the State, duly created, existing and operating under and by virtue of ORC Chapter 123.
4. In accordance with ORC Section 123.21, the Commission may make and enter into all contracts, commitments and agreements, and execute all instruments, necessary or incidental to the performance of its duties.
5. The Commission has determined that the Cultural Project defined herein meets all requirements of the ORC and, subject to the fulfillment of certain conditions, has approved the expenditure for the project.
6. The Commission, by action of the executive director, authorized the execution of this Agreement and determined that the cooperative use of the Facility, as provided in this Agreement, contributes to the development, performance, and presentation of culture, or making the same available, to the public of this State.

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Identification

1.1 Project Sponsor Information

City of North Royalton
14600 State Road
North Royalton, OH 44133
Thomas Jordan
Community Development Director
tjordan@northroyalton.org
440-237-5484

The Project Sponsor identified above represents and warrants that it is and will continue to be a governmental agency as defined in ORC Section 123.28(F).

1.2 Notices for Official Correspondence

All communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if hand delivered or sent by U.S. registered or certified mail, postage prepaid.

(a) with respect to the Commission:

Ohio Facilities Construction Commission
30 West Spring Street, 4th Floor
Columbus, Ohio 43215
Attention: Executive Director

(b) with respect to the Project Sponsor:

City of North Royalton
14600 State Road
North Royalton, OH 44133
Attention: Mayor

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

2. Project Information

2.1 Project Location

North Royalton Memorial Park Amphitheater, 14600 State Road, North Royalton, OH 44133 (the Facility)

2.2 Project Description

The Project Sponsor plans to use the grant for site improvements at the Facility. Improvements include, but are not limited to, bridge replacement, constructing a new shelter house, adding walkways, and electrical upgrades. The construction project will be known herein as the Cultural Project for the purposes of this agreement. This project supports culture through the presentation of the musical arts.

3. Financial Considerations

3.1 Grant Amount

The 133rd General Assembly of the State of Ohio (General Assembly) S.B. 310 designated \$100,000 of the funds appropriated in ALI C230FM to the Commission to finance all or a portion of the capital facilities costs associated with the Cultural Project. The Commission agrees to provide a grant of \$100,000 (Grant Amount) to the Project Sponsor.

3.2 Appropriation Intent

The funds under this Agreement shall be used by the Project Sponsor for capital improvements that meet the intent and purpose of the appropriation and the limitations on use set forth in the bill appropriating the funds. To the extent such costs exceed the funds appropriated, the Project Sponsor will be required to pay the difference. Additionally, the funds shall be used only for construction, as defined in ORC Section 123.28(K).

3.3 Fiscal Management of Project

The Project Sponsor is responsible for the financial management of the Cultural Project. The Project Sponsor will comply with, or cause compliance with, all appropriate accounting and budgeting procedures in accordance with generally accepted accounting principles, consistently applied.

3.4 Project Budget

The total cost of the project described above is estimated to be \$274,750 (Project Budget), including but not limited to design, construction, land acquisition, environmental assessment and remediation, exhibits, furniture, fixtures, equipment, construction management and other professional service fees, legal fees, marketing, start-up operations, operating endowments, utilities and other start-up costs, insurance, performance or payment bonds, taxes, and permits.

3.5 Local Match

In accordance with ORC Section 123.281(B)(2), the Project Sponsor shall have local contributions amounting to not less than fifty (50) percent of the Grant Amount for the Cultural Project (Local Match).

3.6 Local Share

The Local Share shall be an amount equal to the total costs of the Project Budget less

the Grant Amount.

3.7 Full Funding

The Project Sponsor acknowledges that full funding occurs when it can demonstrate, to the satisfaction of the Commission, that funds have been raised to cover the Project Budget set forth in Section 3.4 of this Agreement (Full Funding).

3.8 Disbursement of Grant Funds

The funds to be disbursed under this Agreement shall not exceed the lesser of (A) the amount of the State appropriations or (B) the amount of funds (i) approved by the Commission and (ii) which comply with the conditions set forth in this Agreement. If further appropriations are made by the General Assembly and the expenditure of all or a portion of such funds is approved by the Commission, this Agreement may be amended to reflect any such additional amounts.

Notwithstanding anything set forth above, the state appropriation disbursed under this Agreement shall not exceed the lesser of (i) the aggregate appropriations by the General Assembly for the Cultural Project or (ii) twice the Local Match.

The Project Sponsor expressly acknowledges that no payment of state appropriation funds shall be made until such funds are released by the State Controlling Board.

The Project Sponsor shall submit invoices to the Commission in compliance with Exhibit A, attached hereto and made a part hereof.

3.9 Tax Obligations

The Project Sponsor shall be solely responsible for and shall pay all applicable federal, state, and local tax obligations.

The Project Sponsor affirms that it will take, or cause to be taken, all actions that may be required of the Project Sponsor for the interest on the Facility Bonds to be and remain excluded from gross income for federal income tax purposes and from treatment as an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code, and will not take, or permit to be taken, any actions which would adversely affect such exclusion and such treatment.

4. Real Estate and Construction

4.1 Commencement

The Project Sponsor shall provide all construction services for the Cultural Project. The Project Sponsor shall be responsible for the construction administration of the Cultural Project. By October 1, 2021, the Project Sponsor commenced or caused commencement of construction of the Cultural Project.

4.2 Contracts and Permits

The Project Sponsor shall have the full authority to contract with appropriate persons for the design and construction of the Cultural Project. The Project Sponsor shall secure all necessary permits and/or licenses related to the Cultural Project.

4.3 Completion

The Project Sponsor represents and warrants that it will cause the Cultural Project to be constructed with reasonable speed and dispatch and reasonably adhere to the submitted construction schedule. The expected completion date of the Project is December 31, 2022 (Completion Date).

4.4 Restrictions of Record

The Project Sponsor hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Facility or the Cultural Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the Facility as an Ohio cultural facility or the rights and obligations granted hereunder by the Project Sponsor to the Commission. The Project Sponsor represents that it is the fee simple owner of the premises on which the Facility is located, as described in Section 2.1 of this Agreement.

5. Operations and Maintenance

5.1 Operations and Maintenance

The Project Sponsor shall be solely responsible for and shall pay all operating and maintenance costs of the Facility over the term of the Facility Bonds.

The Project Sponsor shall maintain and keep the Facility in good order and repair, shall use the Facility for the intended purpose, and shall take all actions reasonably necessary to ensure that the Facility is available for the presentation of culture to the public over the term of the Facility Bonds.

5.2 Schedule of Operation/Control of Content

During the term of this Agreement, the Project Sponsor shall have the exclusive authority to schedule events and functions at the Facility.

5.3 Ownership

Any part of the Cultural Project paid for with proceeds of the Facility Bonds shall be owned by the Project Sponsor.

5.4 Conveyance of Right to Use and Occupy

As security for the performance of the Project Sponsor's obligations under this Agreement, the Project Sponsor hereby conveys to the Commission the right to use and occupy the Facility upon an Event of Default, as described in Section 9.1 of this Agreement. The Project Sponsor acknowledges and consents to the conveyance by the Commission to the OPFC of such right hereby conveyed to the Commission and acknowledges that the OPFC will lease the Facility to the Commission pursuant to the OPFC Lease. The Commission acknowledges that, absent an Event of Default, it has no right to use or occupy the Facility.

6. Risk Management

6.1 Liability and Indemnification

The Project Sponsor shall either:

(a) Require that private entities that enter into contracts with the Project Sponsor for the operation or management of the Facility hold harmless and indemnify the Commission, the OPFC, the Treasurer, and the State from any and all damages, costs, fees, penalties, and expenses, of any nature whatsoever, incurred by the Commission, the OPFC, the Treasurer, or the State from any claim of any third party claim arising out of or related to the operation or management of the Project, including, but not limited to, the costs of defense of any related action, suit or proceeding; or

(b) Purchase and maintain insurance in an amount determined by a qualified risk assessor to insure the OPFC, the Commission, the Treasurer and the State against liabilities, claims, costs, losses, and expenses, joint or several, imposed upon or asserted against the OPFC, the Commission, the Treasurer, and the State resulting from any claim of any third party arising out of or related to the Project and shall name the OPFC, the Commission, the Treasurer, and the State as additional insureds under such policy; or

(c) Name the OPFC, the Commission, the Treasurer and the State as additional insureds under a self-insurance program or joint self-insurance pool created under Section 2744.08 or Section 2744.081, respectively, of the ORC, and operated by or on behalf of the Project Sponsor.

6.2 Property and Liability Insurance

Unless otherwise stated, the Project Sponsor shall maintain, or cause to be maintained, at no cost to the Commission, commercial general liability insurance and property insurance to insure the OPFC, the Commission, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and the bodily injury, property damage, personal injury, advertising injury and employer's liability

exposures of the Project Sponsor. Unless otherwise stated, such insurance shall remain in force at all times from the date hereof through the term of this Agreement.

6.3 Self-Insurance

Instead of providing the general liability and property insurance above, the Project Sponsor may name the OPFC, the Commission, the Treasurer and the State as additional insured and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under ORC Sections 2744.08 or 2744.081, respectively, and operated by or on behalf of the Project Sponsor, in order to meet the insurance requirements set forth herein.

- (a) If the Project Sponsor has a self-insurance program created under ORC Section 2744.08, by signing this Agreement, the Project Sponsor hereby insures the OPFC, the Commission, the Treasurer and the State as additional insureds under its self-insurance program to cover the full replacement costs of improvements funded, in whole or in part, by the State, and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposure of the Project Sponsor related to the Cultural Project or the operation of the Facility.
- (b) If the Project Sponsor is part of a joint self-insurance pool created under ORC Section 2744.081, the Project Sponsor shall provide certification from the pool's qualified risk assessor that such self-insurance program will insure the OPFC, the Commission, the Treasurer of State and the State as additional insured and/or loss payees in an amount sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of the Project Sponsor.
- (c) The Project Sponsor certifies that its self-insurance program or joint self-insurance pool complies with ORC Sections 2744.08 and 2744.081.

7. Term

7.1 Term

This Agreement commences on the Effective Date and, unless otherwise terminated as provided in this Agreement, expires on the later of (a) ten (10) years from the Completion Date, or (b) the date upon which all Facility Bonds issued to finance or refinance the grant to the Project Sponsor described in Section 3.1 of this Agreement, and all obligations of the Treasurer or other issuing authority to financial institutions related to the Facility Bonds have been paid in full (the Term).

8. Legal Compliance

8.1 General

This Agreement or any actions taken under it are not subject to Chapters 123 or 153 of the ORC, except for sections 123.20, 123.201, 123.21, 123.28, 123.281, and 153.011

of the ORC.

The Project Sponsor affirmatively represents and warrants that it shall comply with this Agreement and with all applicable federal, state, and local laws and regulations, including, but not limited to:

- (a) ORC Chapter 4115 (prevailing wage)
- (b) Worker's Compensation laws
- (c) Equal Opportunity laws
- (d) ORC Section 153.011 (domestic steel)
- (e) Americans with Disabilities Act
- (f) Environmental laws and regulations
- (g) Historical preservation laws and regulations
- (h) Drug-free Workplace
- (i) ORC Section 9.24 (findings for recovery)
- (j) Executive Order 2019-12D, Governing the Expenditure of Public Funds for Offshore Services

8.2 Negative Pledge; Prohibition Against Disposition

The Project Sponsor shall not assign, transfer, pledge or otherwise encumber all or any part of the Facility, including the Cultural Project, with any mortgage, security interest, or lien, nor shall the Project Sponsor dispose of any part of the Facility, including the Cultural Project, without replacement or substitution with improvements substantially similar to those of the Cultural Project provided for herein, without the prior written consent of the Commission, which consent shall not be unreasonably withheld.

8.3 Reports and Records

The Project Sponsor shall keep and make all reports and records associated with the Cultural Project and the Facility available to the Commission upon request for a period of not less than thirteen (13) years after the Completion Date. These reports and records shall include a description of the Cultural Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure, and vendor information).

8.4 Reviews and Inspections

The Commission may conduct reviews or inspections of the Facility to determine whether the uses made thereof are consistent with the Commission's purposes, including the presentation of culture to the public.

9. Default and Termination

9.1 Events of Default

Each of the following is considered an Event of Default and the Commission may, upon ten (10) days' prior written notice to the Project Sponsor, terminate this Agreement:

- (a) if the Project Sponsor fails to maintain its status as a governmental agency as defined in ORC Section 123.28(F);

- (b) if the Project Sponsor fails to complete the Cultural Project, abandons the Cultural Project or the Facility, or does not provide culture as defined in ORC 123.28;
- (c) if the Project Sponsor shall become insolvent, make a general assignment for the benefit of creditors, be generally unable to pay its debts when they are due, or be a debtor in any receivership proceeding or any other proceeding brought under the federal bankruptcy laws and not cause such proceeding to be terminated within thirty (30) days following the commencement thereof;
- (d) if the Project Sponsor is found to be in default under any other agreement or commitment secured by an interest in the real or personal property comprising the Cultural Project or the Facility and fails to cure such default within any cure period provided for in such agreement or commitment;
- (e) if there is any change in use of the Facility that significantly reduces or eliminates the public purpose;
- (f) if any act of the Project Sponsor adversely affects the federal tax exemption of the Facility Bonds; or
- (g) if the Project Sponsor fails to remedy any covenant, condition or term in this Agreement, except as provided in subsections (a) – (f), within a period of thirty (30) days after receipt of written notice that the Project Sponsor is not in compliance.

9.2 Remedies Upon Default

Whenever an Event of Default has occurred, the Commission may:

- (a) terminate this Agreement upon no less than ten (10) days' prior written notice; or
- (b) take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Project Sponsor.

Upon termination of this Agreement after completion of the Cultural Project, for any reason other than at the stated expiration of its term, the Project Sponsor shall repay the Commission the percentage of the Grant Amount described in Section 3.1 of this Agreement equal to the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Facility Bonds used to finance the grant to the Project Sponsor over (y) the total number of months that such Facility Bonds are scheduled to be outstanding. Such repayment amount shall be calculated by the OPFC.

Notwithstanding the foregoing, if this Agreement is terminated prior to the Completion

Date of the Cultural Project, the Project Sponsor shall immediately repay to the Commission the amount of State funds used to pay costs of the Cultural Project.

The requirements to make payment to the Commission as provided in this Section 9.2 shall survive the termination of this Agreement.

10. Interpretative Provisions

10.1 Binding Effect

All of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective permitted successors and assigns of the Commission and the Project Sponsor to the same extent as if each such successor and assign were named as a party to this Agreement. This Agreement may not be changed or discharged except by written agreement signed by the Parties hereto. Amendments to the Agreement shall require the approval of the Commission.

10.2 Governing Law

This Agreement shall be governed by and interpreted under the laws of the State, and any action or proceeding arising from this Agreement shall be commenced in a court of competent jurisdiction located in Franklin County, Ohio.

10.3 Severability

Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected, and said provisions shall be valid and enforceable to the fullest extent permitted by law.

10.4 Waiver

The waiver by any party of, or the failure of such party to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition herein contained, or subsequent breach of the same, or any other term, covenant or condition herein contained.

10.5 Time is of the Essence

Time is of the essence in this Agreement and all provisions herein relating thereto shall be strictly construed.

10.6 Inconsistent Provisions

The Commission and the Project Sponsor each acknowledge that, if any prior agreements exist between the Project Sponsor and the Commission ("Prior Agreements") for so long as the Prior Agreements remain in effect, the provisions of those Prior Agreements shall control and prevail over any inconsistent provisions in this Agreement. Notwithstanding the foregoing, nothing in the Prior Agreements shall be deemed to affect the provisions of the Term of this Agreement.

11. Signatures

The Commission and the Project Sponsor have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CITY OF NORTH ROYALTON

STATE OF OHIO, ACTING BY AND
THROUGH THE OHIO FACILITIES
CONSTRUCTION COMMISSION

Signature

Signature

Larry Antoskiewicz
Printed Name

Cheryl J. Lyman
Printed Name

Mayor
Title

Executive Director
Title

Date

Date

EXHIBIT A

ADDITIONAL REQUIREMENTS FOR REIMBURSEMENT OF COSTS RELATED TO THE NORTH ROYALTON MEMORIAL PARK AMPHITHEATER CULTURAL PROJECT

The Project Sponsor shall submit invoices to the Commission no less frequently than quarterly. The invoices shall identify the total amount then due and payable, the State's share of the total amount due and payable, the Application and Certificate for Payment (AIA Document G702) or similar Commission approved form, and any appropriate back-up documentation requested by the Commission staff.

Upon receipt of invoices and all appropriate supporting information in the form acceptable to the Commission, the Commission shall use its best efforts to pay the Project Sponsor within thirty (30) days. If the invoice(s) submitted by the Project Sponsor fail to meet all of the requirements set forth in this exhibit, then the Commission shall have the right to withhold disbursement of funds for such invoice(s) until Project Sponsor has complied with all such requirements.

State Appropriations to the credit of the Cultural Project shall be held in the Commission's Cultural and Sports Facilities Building Fund and shall accrue interest in accordance with State law. Interest in the Cultural and Sports Facilities Building Fund shall accrue to the credit of the Commission.

1. Payment by the Commission to the Project Sponsor shall be on a pro rata basis (in amount equal to a fraction of the invoice, with the numerator being the Grant Amount and the denominator being the Project Budget) over the length of the construction of the Cultural Project unless otherwise approved by the Commission staff.
2. Invoices containing charges for work that is more than one (1) year old at the time the invoice is received by the Commission will not be accepted or approved, unless otherwise approved by the Commission staff.
3. Invoices will be organized in the following manner:
 - (a) A summary sheet, in the form of Exhibit B, shall be included with each invoice submittal. The summary sheet will include the following information for each contract: the contractor name, the type of work or bid package, the initial contract amount, the total change orders, the total contract amount, the total work completed to date, and the amount to be paid on the invoice.
 - (b) Supporting documents will accompany all invoices. These documents include:
 - (i) copies of complete contractor pay requests including:
 - o cost breakdown including unit/unit cost, amount per unit and total cost;

- approval by the Project Sponsor or Project Sponsor's representative for payment;
 - approval by the architect or construction manager, if applicable;
 - current date;
 - invoice number; and
 - date of service.
 - (ii) copies of all approved change orders. Field work orders, construction change directives, or similar charges, shall not be paid until change orders are finalized and approved.
- (c) When construction is complete, the following documentation shall be submitted along with the summary sheet and supporting documentation:
- (i) A cover letter signed and dated by an appropriate representative of the Project Sponsor with his or her name and title printed thereon, containing the following language:

"By signing below, I certify that the charges being invoiced are for actual work completed on the North Royalton Memorial Park Amphitheater Project, and the charges are true, accurate and appropriate, and that no liens have been filed on the Cultural Project or the Facility. I further certify that all work has been done in compliance with all applicable laws, including but not limited to prevailing wage law."
 - (ii) A copy of the Certificate of Occupancy (if available) and/or photographs of the completed project.
4. In accordance with the current capital bill, appropriations made for buildings and structures, including remodeling and renovations, are limited to the following:
- (a) acquisition of real property or interest in real property;
 - (b) buildings and structures, which includes construction, demolition, complete heating and cooling, lighting, and lighting fixtures, and all necessary utilities, ventilating, plumbing, sprinkling, water and sewer systems, when such systems are authorized or necessary;
 - (c) architectural, engineering, and professional services expenses directly related to the project;
 - (d) machinery that is a part of the structures at the time of initial acquisition or construction;
 - (e) acquisition, development, and deployment of new computer systems, including the redevelopment or integration of existing and new computer systems, but excluding regular or ongoing maintenance or support agreements; and

- (f) equipment that meets all the following criteria:
 - (i) the equipment is essential in bringing the facility up to its intended use;
 - (ii) the unit cost of the equipment, and not the individual parts of a unit, is about \$100 or more;
 - (iii) the equipment has a useful life of five (5) years or more; and
 - (iv) the equipment is necessary for the functioning of the particular facility or project.

No equipment shall be paid for from these appropriations that is not an integral part of or directly related to the basic purpose or function of a facility or project for which moneys are appropriated. This does not apply to line items appropriated specifically for equipment.

An inventory list shall be kept of all fixtures, furniture and equipment where the cost was reimbursed by the Commission. Items listed on the inventory shall be kept, and shall remain in good repair, for the Term of this Agreement. If an item cannot be repaired, it shall be replaced in kind.

EXHIBIT B: SUMMARY SHEET (EXAMPLE ONLY)

Project Sponsor: _____

Date: _____ Drawdown Number: _____

Work Category	Contractor Name	Initial Contract Amount	Change Orders	Total Contract Amount	Total Work Completed to Date	Amount Paid This Month
General						
General Conditions						
Demolition						
Site Work						
Structural Steel						
Roofing						
Masonry						
Misc. Metals						
Glass						
Plaster/ Drywall						
Plumbing						
HVAC						
Electrical						
Fire Protection						
TOTAL						
Initial Project cost per state approval						
Initial contingency per state approval						
Contingency less current Change Orders to date						
Total Invoice Amount						
Total Construction Cost						
Total State Appropriation						
Percent of Invoice to be Reimbursed = Total State Appropriation/Total Construction Cost						
Total Amount to be Reimbursed						

ORDINANCE NO. 22-36

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE PROPOSED TERM SHEET AND TO EXECUTE THE COOPERATIVE PLANNING AGREEMENT WITH OHIO WATER DEVELOPMENT AUTHORITY (OWDA) FOR THE NORTH ROYALTON WASTEWATER TREATMENT PLANT B CONVERSION, AND UPON APPROVAL, TO EXECUTE ALL LOAN DOCUMENTS CONFORMING TO THE AGREEMENT, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton (hereinafter referred to as the “LGA”) desires to convert the existing Sewage Treatment Plant B to a transfer station; and

WHEREAS: The Ohio Water Development Authority (hereinafter referred to as the “OWDA”) has offered to loan \$ 2,717,876.00 to the City of North Royalton to finance the design portion of the project on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS: Council desires to accept the Term Sheet and to authorize the Mayor to accept the terms and to sign the Cooperative Agreement attached hereto and, upon approval by OWDA, to execute all required conforming loan documents.

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 (North Royalton City Council) hereby authorizes the Mayor and Finance Director to accept the proposed terms as set forth on the Term Sheet attached as Exhibit A, to execute the offered Cooperative Agreement and upon approval, to execute all conforming loan documents to conclude the loan for the aforesaid North Royalton Wastewater Treatment Plant “B” Conversion loan under the provisions, terms and conditions set forth in the “Cooperative Agreement for State Planning Project” as set forth in Exhibit B (the “Cooperative Agreement”).

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 conversion of the North Royalton Wastewater Treatment Plant “B” 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:

TERM SHEET

The parties to the foregoing Cooperative Agreement hereby agree that the following terms shall be incorporated into said Cooperative Agreement and made part thereof:

Agreement Date: January 27, 2022

LGA: North Royalton

The LGA is a (specify category of governmental body, e.g., municipal corporation, county, township, etc.):
City

LGA Resolution Date: November 17, 2021

LGA Application Date: December 29, 2021

Application Approval Date: January 27, 2022

System: All Revenues from all Sewer facilities of North Royalton are promised as repayment for the below referenced project:

Account #:	9626	Design for the conversion of WWTP B into a 2 MGD pump station that will convey flows to WWTP A to address failing infrastructure. The project will also include 16,500 feet of force main and sanitary sewers and two 0.5 MG equalization tanks.
-------------------	-------------	--

Maximum Loan Amount: \$2,717,876.00

Estimated Semi-annual Loan Payment: \$67,946.90

Contract Annual Interest Rate and Terms:

\$2,717,876.00 at 1.860% from Fresh Water Fund (Planning) for 5 years
starting on July 01, 2023, Approved on January 27, 2022

LGA Notice Address:

14600 State Road

North Royalton, OH 44133

Ohio Water Development Authority

By:

Executive Director

Date:

LGA: North Royalton

By:

Authorized Official

Date:

COOPERATIVE AGREEMENT FOR
STATE PLANNING 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.

W I T N E S S E T H:

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 health, safety, convenience, and welfare, and the improvement of the economic 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 utility system (hereinafter referred to as the "System") of the LGA will require the supply of services from the construction, operation and maintenance of new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the construction of the Project Facilities requires the planning of such facilities and construction and the financing of such planning; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing of the planning activities contemplated hereby;

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:

(a) “Approved Application” means the application, 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) “Consulting Engineer” means the firm identified as such in the Term Sheet, from whom the LGA has received a proposal to perform the engineering services contemplated hereby.

(c) “Contract Interest Rate” means the rate specified as such on the Term Sheet.

(d) “Contract Period of Years” means, subject to Section 3.3 hereof, the period commencing on the date specified in the Term Sheet as the “Initial Payment Date” and ending on the earlier of (i) the tenth Payment Date, or (ii) the date on which the LGA obtains long-term financing for the Project Facilities. In the event that the LGA obtains a subsequent loan from the OWDA for planning costs of the Project Facilities, then the Contract Period of Years for such loan shall expire no later than the expiration of the Contract Period of Years hereunder.

(e) “Default Rate” means a rate equal to the Contract Interest Rate plus three percentage points.

(f) “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 planning costs of the Project Facilities costs incurred in the preparation of preliminary engineering data, cost estimates, and schedules for completion of design and construction, schematic flow diagrams, unit processes, design data regarding detention times, flow rates, sizing of units, descriptions of the selected complete treatment systems of which the proposed facilities are a part, infiltration/inflow documentation, and cost-effectiveness analysis, and preparation of detailed plans, construction drawings and specifications; costs of printing and publishing the notices and legislation required; costs incurred for the acquisition of real property or interests therein, subject to the second proviso set forth below; 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 greater; and all other costs and expenses necessary or incident to determining the feasibility or practicability of constructing the proposed Project Facilities or preparatory to the acquisition and construction of the Project Facilities or otherwise described on Exhibit A, minus the amount of any grant applicable to the foregoing costs from the United States of America or any department or agency thereof; 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.

(j) "Initial Payment Date" means the first January 1 or July 1 that occurs after the first anniversary of the date of this Agreement.

(l) "Payment Date" means the Initial Payment Date and each January 1 and July 1 thereafter during the Contract Period of Years.

(g) "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.

(h) "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."

(i) "Semiannual Payment Obligations" means the amounts 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, based upon the following requirements: (i) the Semiannual Payment Obligations payable on the Initial Payment Date and on each Payment Date thereafter to and including the ninth Payment Date shall each consist of one-fortieth (1/40) of the Original Loan Amount; and (ii) the Semiannual Payment Obligation payable on the tenth Payment Date shall, subject to Section 3.3 hereof, consist of :

(A) the Original Loan Amount, minus

(B) the portions of the Original Loan Amount paid prior to the tenth Payment Date, plus

(C) interest on each portion of the Original Loan Amount at the Contract Interest Rate from the date of its disbursement by the OWDA to the tenth Payment Date, net of an interest credit at the Contract Interest Rate for each payment of any portion of the Original Loan Amount from the date of such payment to the tenth Payment Date.

An estimate of the Semiannual Payment Obligations 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 any Payment Date occurs prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation payable on that date shall be based upon the best figures available at the time the computation of such Semiannual Payment Obligation is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed, and the next following Semiannual Payment Obligation shall be either increased or decreased by an amount sufficient to correct for any overpayment or underpayment resulting from underestimate or overestimate of the Original Loan Amount (but not from any prepayment of any portion of the Original Loan Amount) 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 Obligations at the commencement of the Contract Period of Years.

(i) "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 Facilities.

ARTICLE II - PERFORMANCE OF PLANNING ACTIVITIES AND RECORD KEEPING AND PAYMENTS RELATING THERETO

Section 2.1. Subject to the terms and conditions of this Agreement, the LGA shall perform or cause to be performed the planning activities set forth in Exhibit A attached hereto and made a part hereof, including the employment of the Consulting Engineer pursuant to its proposal.

Section 2.2. The LGA shall keep accurate records of the Eligible Project Costs. 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 and identified as to grant eligible costs and non-grant eligible 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 require in connection therewith.

Section 2.3. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA.

Section 2.4. 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 OWDA. 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 to pay such obligated Eligible Project Costs.

Section 2.5. The LGA shall promptly notify the OWDA in writing when the planning activities for the Project Facilities have been completed and when no further Eligible Project Costs are to be paid with OWDA disbursements under this Agreement.

Section 2.6. 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 two (2) 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.

ARTICLE III - PAYMENTS BY LGA

Section 3.1. Subject to the further provisions hereinafter set forth, the LGA agrees to pay, and shall pay, to the OWDA on each Payment Date the Semiannual Payment Obligation, but solely from the Pledged Revenues. In the event that the LGA pays less than the full amount due hereunder on any date, then the amount so paid shall be applied first to interest payable hereunder, then to late charges payable hereunder, and then to the Original Loan Amount payable hereunder.

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 the LGA defaults in the payment of any of the charges set forth in this Section 3.1, the amount of such default shall bear interest at the Default Rate from the date of the default 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 3.1 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 for failure to make the payment as provided herein. Thereafter, for each additional 30 days during which the charges remain unpaid, the LGA shall continue to pay an additional late charge of one percent (1%) on the amount of such default until such charges are paid. Late charges shall apply to defaulted Semiannual Payment Obligations, interest and defaulted interest, and prior late charges. 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 be paid as part of the Eligible Project Costs hereunder and shall be repaid by the LGA to the OWDA as part of the Original Loan Amount.

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.

The LGA may at any time and from time to time pay all or any portion of the Original Loan Amount prior to the time such payment is due hereunder, and may do so from the proceeds of long-term financing for the Project Facilities (whether obtained through the OWDA or by other means) or from any other legally available funds. Upon the receipt of any prepayment of all or any portion of the Original Loan Amount, the OWDA shall credit such payment in the same manner that it would credit the payment of a portion of the Original Loan Amount made through the payment of a Semiannual Payment Obligation.

Section 3.2. The LGA hereby agrees that: (a) 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 3.1 hereof; (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 will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; (c) the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA; and (d) if and to the extent that the Approved Application indicates that any of the payments to be made by the LGA hereunder are to be made from revenues derived from special assessments, the LGA will take all actions required to be taken under all applicable laws of the State and all applicable charter, ordinance or resolution provisions of the LGA to collect such special assessments to the full extent required to pay all amounts payable to the OWDA hereunder in full when due. 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 R.C. Section 2731.01.

Section 3.3. If, prior to the tenth Payment Date, the LGA submits a written request, duly authorized by its legislative authority, to the OWDA, stating that the LGA does not expect to obtain long-term financing for the Project Facilities prior to the tenth Payment Date, and requesting that the Contract Period of Years be extended to permit the LGA to amortize the Original Loan Amount over a longer period, then OWDA may (but shall be under no obligation to) agree to extend the Contract Period of Years, provided that: (i) on each Payment Date thereafter during the extended Contract Period of Years, the LGA shall be obligated to pay no less than one-fortieth (1/40) of the Original Loan Amount plus all accrued interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate; (ii) in any event, the latest date by which the Original Loan Amount shall be required to be fully repaid with all accrued interest thereon shall be no later than the fortieth (40th) Payment Date; (iii) the OWDA shall not approve any such request unless it determines that the LGA has demonstrated to the OWDA's satisfaction that the LGA's Pledged Revenues are and can reasonably be expected to remain sufficient to meet the LGA's payment obligations during the proposed extension of the Contract Period of Years; and (iv) upon any failure of the LGA to make a full and timely payment of its payment obligations during the proposed extension of the Contract Period of Years, then the full amount of the outstanding balance of the Original Loan Amount and all interest accrued thereon at the Contract Interest Rate shall become immediately due and payable, with interest thereon accruing thereafter at the

Default Rate. If the OWDA agrees to such an extension of the Contract Period of Years, it shall prepare a revised Term Sheet that supersedes the initial Term Sheet, setting forth the length of the extended Contract Period of Years and the Semiannual Payment Obligations of the LGA during that period.

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

Section 4.1. 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 during the Contract Period of Years;

(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

(d) If and to the extent that the Approved Application indicates that any of the payments to be made by the LGA hereunder are to be made from revenues derived from special assessments, the LGA has taken all actions required to be taken under all applicable laws of the State and all applicable charter, ordinance or resolution provisions of the LGA in order for such assessments to be levied at the times and in the amounts necessary to enable the LGA to pay all amounts payable to the OWDA hereunder in full when due, and has provided to the Authority a certified copy of all ordinances or resolutions authorizing the levy of such special assessments, all of which are in full force and effect.

Section 4.2. 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 III hereof.

(b) The LGA shall fail to observe and perform any obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA.

(c) Any representations made by the LGA in Section 4.1. shall at any time during the Contract Period of Years prove to be false.

Section 4.3. 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, 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 Project Participation Principal 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 4.4. No right or remedy conferred upon the OWDA under Section 4.3 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 4.5. 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, 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 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 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).

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 V - MISCELLANEOUS PROVISIONS

Section 5.1. 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 registered or certified mail, postage prep aid, return receipt requested, 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 specified 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 5.2. 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 5.3. 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 5.4. 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 2.4 hereof.

Section 5.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until the final day of the Contract Period of Years, or until the day the obligations of the LGA under Section 4.1 hereof have been fully satisfied, whichever day is later.

Section 5.6. 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 Environmental Protection Agency 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: _____

by _____

Exhibit A

DESCRIPTION OF PLANNING ACTIVITIES TO BE PERFORMED BY LGA

TERM SHEET

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