

February 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 COUNCIL 7:30 CAUCUS 7:15 STREETS, STORM WATER, UTILITIES 6:00	4 PLANNING COMMISSION 7:00 CAUCUS 6:45	5	6	7
8	9 CIVIL SERVICE COMM 4:00	10	11	12	13	14
15	16 <i>PRESIDENTS DAY</i>	17 COUNCIL 7:30 CAUCUS 7:15 B&BC, FINANCE AND SAFETY 6:00	18 PLANNING COMMISSION 7:00 CAUCUS 6:45	19	20	21
22	23	24 REC BOARD 6:00	25 BZA 7:00 CAUCUS 6:45	26	27	28

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

**NORTH ROYALTON CITY COUNCIL
A G E N D A
FEBRUARY 3, 2015**

7:15 p.m. Caucus

Council Meeting 7:30 p.m.

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REGULAR ORDER OF BUSINESS

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: January 20, 2015.
 - b. Authorize the Mayor and Service Director to advertise for bids for Road Supplies and Street Striping for 2015.
 - c. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

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

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

THIRD READING CONSIDERATION

1. **14-147 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWELVE PLANNING AND ZONING CODE, CHAPTER 1272 SENIOR CITIZEN DISTRICT, SECTION 1272.02 PERMITTED USES BY CREATING A NEW PARAGRAPH (b) AND RENUMBERING EXISTING PARAGRAPH (b) TO (c), AND DECLARING AN EMERGENCY. First reading December 16, 2014 and referred to Planning Commission and Building and Building Codes Committee. Second reading January 6, 2015. Building and Building Codes Committee recommended approval January 20, 2015. Planning Commission Public Hearing February 4, 2015.**

SECOND READING CONSIDERATION

1. **15-12** - AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE IMPROVEMENT OF EDGERTON ROAD IN THE CITY OF NORTH ROYALTON BETWEEN CERTAIN TERMINI BY CONSTRUCTING AND INSTALLING A WATERMAIN, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY. **First reading January 20, 2015.**

FIRST READING CONSIDERATION

- * 1. **15-13** - A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF STEPHANIE L. THOMAS AS A POLICE OFFICER IN THE CITY OF NORTH ROYALTON POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- * 2. **15-14** - A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF BRETT A. BUNGE AS A POLICE OFFICER IN THE CITY OF NORTH ROYALTON POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
3. **15-15** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MWH AMERICAS, INC. FOR THE WWTP "A" INFLUENT PUMP STATION DESIGN, AND DECLARING AN EMERGENCY.
4. **15-16** - AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING CLASSIFICATION OF PERMANENT PARCEL NO. 485-12-020 FROM ITS PRESENT LOCAL BUSINESS (LB) ZONING CLASSIFICATION TO RURAL RESIDENTIAL (RRZ) ZONING CLASSIFICATION AS REQUESTED BY PROPERTY OWNERS BRIAN AND SONYA PIFER, AND DECLARING AN EMERGENCY.
5. **15-17** - AN ORDINANCE AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF NOT TO EXCEED \$350,000 FOR PURCHASING FURNITURE AND VARIOUS INFORMATION TECHNOLOGY EQUIPMENT AND TELEPHONE SYSTEMS FOR CITY HALL, WITH RELATED EQUIPMENT IN CONNECTION THEREWITH; AND APPROVING RELATED MATTERS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS, AND DECLARING AN EMERGENCY.
6. **15-18** - AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,430,000 OF BONDS FOR THE PURPOSE OF ADVANCE REFUNDING BONDS ISSUED IN 2008 FOR THE PURPOSE OF FINANCING THE COST OF VARIOUS PERMANENT IMPROVEMENT PROJECTS FOR THE CITY AND PAYING CERTAIN COSTS OF ISSUANCE RELATED TO THE ISSUANCE AND SALE OF SAID BONDS; AND APPROVING RELATED MATTERS IN CONNECTION WITH THE ISSUANCE OF THE BONDS, AND DECLARING AN EMERGENCY.
7. **15-19** - AN ORDINANCE AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF NOT TO EXCEED \$3,870,000 FOR THE PURPOSE OF PAYING COSTS ASSOCIATED WITH (I) CONSTRUCTING, IMPROVING, RENOVATING, FURNISHING, AND EQUIPPING A NEW MUNICIPAL BUILDING, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO; (II) CONSTRUCTING AND RECONSTRUCTING IMPROVEMENTS TO STATE ROAD, RIDGE ROAD AND BENNETT ROAD, INCLUDING RESURFACING AND OTHER RELATED IMPROVEMENTS, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO; AND (III) IMPROVING EDGERTON ROAD IN THE CITY BETWEEN CERTAIN TERMINI BY CONSTRUCTING AND INSTALLING A WATERMAIN, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO IN ANTICIPATION OF THE COLLECTION OF SPECIAL ASSESSMENTS, AND RETIRING NOTES PREVIOUSLY ISSUED FOR EACH SUCH PURPOSE; AND APPROVING RELATED MATTERS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.



MWH[®]

BUILDING A BETTER WORLD

January 22, 2015

Re: Proposal for WWTP A Influent Pump Station Design

Timothy Tigue
WWTP Superintendent
City of North Royalton
11675 Royalton Road
North Royalton, Ohio 44133

Dear Mr. Tigue:

Thank you for the opportunity to present this proposal to the City of North Royalton to perform the detailed design for the WWTP A Influent Pump Station and the loan application for the Ohio Water Development Association (OWDA). North Royalton and MWH have developed an excellent working relationship over the years and we look forward to continuing to serve your city.

We have attached a Master Service Agreement Contract with Task Order 1 to indicate our understanding of the need and context to undertake this project. The construction services of the influent pump station will be performed under the same contract with a different task order.

MWH proposes to complete Task Order 1 for a fixed lump sum fee of \$10,000 for the Loan Application Assistance Scope and \$260,000 for the remaining scope items in this Task Order.

We hope this proposal meets your expectations. We look forward to working with you on this project.

Very truly yours,

MWH AMERICAS, INC.

Robert Pintabona, PE
Vice President



MWH CONTRACT No. _____

MASTER SERVICES AGREEMENT

This agreement ("Agreement"), with an effective date of December 29, 2014, is by and between City of North Royalton ("CLIENT") and MWH Americas, Inc. ("CONSULTANT").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

1.1 The services to be performed by CONSULTANT under this Agreement ("Services") shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Order"), attached hereto and incorporated herein by reference.

2 TASK ORDER PROCESS

2.1 Upon the request of CLIENT, CONSULTANT shall prepare a Task Order (Attachment A) containing an identification of the project ("Project"), description of the Services, compensation to be paid to CONSULTANT for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties.

3 INVOICING AND PAYMENT

3.1 CONSULTANT shall submit its standard monthly invoice indicating the percent complete of the project. CLIENT shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to CONSULTANT within thirty (30) calendar days from the date of CONSULTANT's monthly invoice.

3.2 Payment of all Compensation due CONSULTANT pursuant to this Agreement shall be lump sum based on percentage of work completed.

3.3 In the event payment for the Services has not been made within 60 calendar days from the date of the invoice, CONSULTANT may, after giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against CLIENT, suspend all or any part of the Services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5% per month (18% per annum), not to exceed the maximum rate allowed by law, shall be added to the unpaid balance of each invoice. The interest period shall commence 30 calendar days after the date of the invoice. Payments shall first be credited to interest and then to principal.

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until December, 2020 unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, CONSULTANT shall, unless otherwise directed by CLIENT, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5 CLIENT'S RESPONSIBILITIES

5.1 CLIENT shall designate a person to act as CLIENT's representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions.

5.2 CLIENT shall furnish to CONSULTANT all applicable information and technical data in CLIENT's possession or control reasonably required for the proper performance of the Services. CLIENT shall also disclose to CONSULTANT hazards at the Project site ("Site") which pose a significant threat to human health or the environment. CONSULTANT shall be entitled to reasonably rely upon the information and data provided by CLIENT or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the scope of Services.

5.3 CLIENT shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by CONSULTANT, seek legal advice, the advice of an insurance counselor, or other consultant(s), as CLIENT deems appropriate for such examination. If any document requires CLIENT to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the schedule for the Services ("Project Schedule").

5.4 CLIENT shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to properly perform the Services.

5.5 CLIENT shall obtain, where applicable, the following:

5.5.1 All published advertisements for bids;

5.5.2 All permits and licenses that may be required of CLIENT by local, state, or federal authorities;

5.5.3 All necessary land, easements, and rights-of-way; and

5.5.4 All items and services not specifically covered by the terms and conditions of this Agreement.

5.5.5 CLIENT shall pay for any costs associated with the above items.

6 CONSULTANT'S RESPONSIBILITIES

6.1 CONSULTANT shall designate a project manager for the performance of the Services.

6.2 CONSULTANT shall perform the Services as an independent contractor and not as CLIENT's agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed.

6.4 CONSULTANT may, during the course of its Services, prepare opinions of the probable cost of construction. CLIENT acknowledges, however, that CONSULTANT has no control over costs of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operation of the facilities, all of which are beyond CONSULTANT's control and are unavoidably in a state of change. CLIENT therefore acknowledges that CONSULTANT cannot and does not make any warranty, promise, or representation, either express or implied, that proposals, bids, opinions of probable construction costs, or cost of operation or maintenance will not vary substantially from its probable cost estimates.

6.5 When CONSULTANT provides on-site monitoring personnel during construction as part of its Services, the on-site monitoring personnel will notify CLIENT of any observed defects in the Work; will otherwise make reasonable efforts to guard CLIENT against defects and deficiencies in the work of the contractor(s) and will help to determine if the provisions of the contract documents are being fulfilled. Providing on-site monitoring personnel will not, however, cause CONSULTANT to be responsible for those duties and responsibilities which belong to the construction contractor, and which include, but are not limited to, full responsibility for the means, methods, techniques, sequences and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

6.6 In addition to or in lieu of on-site personnel, CONSULTANT's off-site staff may periodically visit the Project site as part of its Services. Such periodic visits and any observations made by CONSULTANT during such periodic visits shall not make CONSULTANT responsible for, nor relieve the construction contractor of the sole responsibility for all construction means, methods, techniques, sequences, and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

7 TASK ORDER AMMENDMENTS

7.1 CLIENT or CONSULTANT may, from time to time, request modifications or changes in the Services. To the extent that the Services to be performed by CONSULTANT have been affected by such change, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Task Order Amendment in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

8.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

CONSULTANT shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

9 CONFIDENTIALITY

9.1 CONSULTANT shall treat as confidential and proprietary all information and data delivered to it by CLIENT ("Confidential Information"). Confidential Information shall not be disclosed to any third party, other than CONSULTANT's subcontractors or subconsultants, during or subsequent to the term of this Agreement. Nothing contained herein shall preclude CONSULTANT from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by CONSULTANT; or (iii) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgements, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services ("Law"), but only after written notice has been received by CLIENT.

10 RIGHTS IN DATA

10.1 All right, title and interest in and to the work products provided by CONSULTANT to CLIENT shall be the property of CLIENT ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT. Any modification or reuse of the Work Product without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT'S subcontractors and subconsultants.

11 INSURANCE

11.1 CONSULTANT will furnish to CLIENT copies of insurance certificates evidencing that it maintains the following coverage's while performing Services, subject to the terms and conditions of the policies:

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000

11.2 CONSULTANT will furnish CLIENT with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide CLIENT with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. CONSULTANT shall list CLIENT as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

12 INDEMNITY

12.1 CONSULTANT agrees to indemnify CLIENT, its officers, directors and employees, from loss or damage for bodily injury or property damage, ("Claims"), to the extent caused by the negligence of

CONSULTANT in the performance of the Services. This obligation to indemnify CLIENT shall not impose any obligation on CONSULTANT that exceeds the Limitation of Liability provisions set forth below.

12.2 IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13 LIMITATION OF LIABILITY

13.1 IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND CONSULTANT, THE PARTIES AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE AGGREGATE LIABILITY OF CONSULTANT, ITS PARENT, AFFILIATES AND SUBCONTRACTORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, TO \$50,000 OR THE COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING LEGAL FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT AND WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED.

13.2 CONSULTANT MAY AGREE, AT CLIENT'S REQUEST, TO INCREASE THIS LIMITATION OF LIABILITY TO A GREATER SUM IN EXCHANGE FOR A NEGOTIATED INCREASE IN CONSULTANT'S FEE. ANY INCREASE IN THIS LIMITATION OF LIABILITY MUST BE IN WRITING AS A FORMAL AMENDMENT TO THIS AGREEMENT AND MUST BE SIGNED AND DATED BY AUTHORIZED REPRESENTATIVES OF EACH PARTY. ANY ADDITIONAL CHARGE FOR HIGHER LIABILITY IS CONSIDERATION FOR THE GREATER RISK ASSUMED BY CONSULTANT AND IS NOT A CHARGE FOR ADDITIONAL INSURANCE.

13.3 BY ENTERING INTO THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY CLAUSE HAS BEEN REVIEWED, UNDERSTOOD, IS A MATERIAL PART OF THIS AGREEMENT, AND EACH PARTY HAS HAD THE OPPORTUNITY TO SEEK LEGAL ADVICE REGARDING THIS PROVISION.

14 SUSPENSION

14.1 CLIENT may, at any time and without cause, suspend the Services of CONSULTANT, or any portion thereof for a period of not more than 90 days by notice in writing to CONSULTANT. CONSULTANT shall resume the Services on receipt from CLIENT of a written notice of resumption of the Services. If such suspension causes an increase in CONSULTANT's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

15 TERMINATION

15.1 CLIENT may terminate all or part of this Agreement for CLIENT's convenience by providing 10 days written notice to CONSULTANT. In such event, CONSULTANT will be entitled to Compensation for

the Services performed up to the effective date of termination plus compensation for reasonable termination expenses. CONSULTANT will not be entitled to compensation for profit on Services not performed.

16 DISPUTES RESOLUTION – ARBITRATION

16.1 Any dispute arising between the parties concerning this Agreement or the rights and duties of either party in relation thereto shall first be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. The disputes panel shall be conducted in good faith, either physically or electronically, within two weeks of a request by either party. No written, verbal or electronic representation made by either party during the course of any panel proceeding or other settlement negotiations shall be deemed to be a party admission.

16.2 If the panel fails to convene within two weeks, or if the panel is unable to reach resolution of the dispute, then either party may submit the dispute for binding arbitration to be held in accordance with the Construction Industry Rules of the American Arbitration Association (“Association”) in effect at the time that the demand for arbitration is filed with the Association. Either party may file in the manner provided by the Rules of the Association, a Demand for Arbitration at any time. The arbitrator or arbitrators appointed by the Association shall have the power to award to either party to the dispute such sums, costs, expenses, and attorney’s fees as the arbitrator or arbitrators may deem proper.

17 NOTICE

17.1 Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CLIENT

City of North Royalton
11675 Royalton Road
North Royalton, Ohio 44133
Attn: Tim Tigie

CONSULTANT

MWH
1300 East Ninth Street, Suite 1300
Cleveland, Ohio 44114
Attn: Tom Ungar

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

18 SURVIVAL OF CONTRACT TERMINATION

18.1 The Articles relating to Indemnification, Limitation of Liability, Preexisting Conditions, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

19 MISCELLANEOUS

19.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State where the Project is located.

19.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, other than to a party's affiliate, parent or subsidiary, without the prior written consent of the other party(ies).

19.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

19.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

19.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

19.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

19.7 Venue, Jurisdiction and Process. The parties agree that any arbitration proceeding arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in the County where the Project is located, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of that state or otherwise in such proceeding.

19.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

19.9 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between CONSULTANT and CLIENT. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

19.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

CLIENT

CONSULTANT

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

Attachment A

TASK ORDER 1

This Task Order is made this the ____ day of _____, 2015, by and between City of North Royalton (“CLIENT”) and MWH Americas, Inc. (“CONSULTANT”) pursuant to the terms and conditions set forth in the Master Services Agreement executed between the parties on the ____ day of _____, 2015, (“Agreement”), which incorporated this Task Order by reference.

1. The CONSULTANT Contract Number for this Task Order is _____. The CONSULTANT Job Number for this Task Order is _____. The CONSULTANT Contract Number and Job Number shall be referenced in each invoice submitted by CONSULTANT to CLIENT under this Task Order.

2. The Services to be performed by CONSULTANT under this Task Order are as follows:

The City of North Royalton retained the services of MWH Americas to complete an engineering feasibility study on the replacement of the existing Plant A Influent Pump station. The selected design includes the construction of a new submersible pump station west of the existing Screen and Grit Building.

Loan Application Assistance

MWH will oversee the completion of the documents required to obtain a loan from the Ohio Water Development Authority (OWDA). These documents will include:

- General Certificate
- Proposed ordinance for council approval as required for the loan document
- Cooperative Agreement
- Cash flow projection schedule
- OWDA loan checklist
- Four page Financial Information Form
- Scope of services for the influent pump station

MWH will complete the forms for the City to execute and submit. The City will provide select financial information and previous legislation documents, including any legislation for sewer rate increases and legal procedural letters.

Design Basis

The Detailed Design shall incorporate the following features, with input from the City, which will be used to develop the design deliverables:

- New pump station with submersible pumps.
- New diversion manhole on the Edgerton Road interceptor sewer.
- The pump station firm capacity (24 mgd) is based on a configuration consisting of two (2) 3 mgd, one (1) 4 mgd, and two (2) 7 mgd submersible centrifugal pumps. A third 7 mgd

pump is provided as required by Ten States Standards for redundancy for the largest capacity pump out of service.

- The pumps will be provided with variable frequency drives.
- To minimize the number of pump cycles at low flows the wet well volume shall be designed accordingly.
- Each submersible pump discharge is made up of a check valve and isolation valve. The valves will be located in a separate vault located adjacent the pump station.
- The individual discharge pipes will terminate into a 30-inch header pipe.
- The buried force main will discharge into the existing influent station channel that leads to the screen building.
- A separate electrical building is required to house the variable frequency drives.
- To protect the electric gear and prevent overtopping of the pump station the electrical building, pump station and vault will be constructed well above the 100 year flood elevation.
- Power to the electrical room will be routed from the existing electrical rooms in the Screen Building.

Site Investigations

MWH will hire and coordinate the services of a geotechnical subconsultant to perform field subsurface investigations and to provide recommendations for foundation for the pump station. Two (2) borings are to be drilled. The subconsultant will perform standard penetration testing and retain representative soil samples at 2.5-foot intervals to a depth of 20.0 feet and at 5.0-foot intervals thereafter to the boring completion depths. Water observation during drilling and water levels in the borings at the completion of drilling will be recorded.

In the laboratory, the geotechnical subconsultant will visually classify all soil samples in accordance with the Unified Soil Classification System (USCS). Formal boring logs will be prepared based on the field logs and the laboratory classifications. A laboratory-testing program will consist of general index tests from selected representative samples.

Upon completion of the drilling and laboratory testing programs, a Geotechnical Report will be prepared.

MWH will hire and coordinate the services of a surveying company to provide a topographic survey of the pump station site.

30% Detailed Design Scope

The 30% Detailed Design shall include:

- Development of final process design including preliminary P&IDs.
- Develop final hydraulics.
- Perform QA/QC of 30% related work.
- Submit design report.
- Geotechnical recommendations and report.
- Develop drawings to 30% complete. (Drawings submitted shall combine to be approximately 30% level of completion).
- List of major technical specifications.
- Class 4 AACE opinion of probable construction cost.
- Submit three (3) sets of half size drawings and three (3) copies of the list of major technical specifications for the 30% Detailed Design for City's review and comment.
- Meet with City staff to provide an overview of the submittal.

90% Detailed Design Scope

The 90% Detailed Design shall include:

- Develop drawings to 90% complete for site/civil, architectural, structural, process mechanical, HVAC, plumbing, and I&C, including incorporation of the agreed to 30% City review comments.
- Draft specifications for all equipment, electrical, I&C, architectural, site civil, HVAC and plumbing work.
- Prepare Division 1 specifications.

- Perform Constructability review.
- Perform QA/QC of 90% related work.
- Submit 90% documents to City for review and comment. Meet with City staff and incorporate comments as agreed.
- Preparation of a Class 2 AACE opinion of probable construction cost.
- Prepare OEPA PTI forms and provide up to three (3) sets of drawings and specifications for submittal to OEPA.
- Submit three (3) sets of half size drawings and three (3) copies of technical specifications for the 90% Detailed Design for City's review and comment.

Final Detailed Design Scope

The Final Detailed Design shall include:

- Develop all discipline drawings to 100% complete.
- Incorporate agreed to comments from City 90% review.
- Finalize technical specifications, Division 1 and front end specifications.
- Submit three (3) sets of half size drawings, three (3) copies of technical specifications, and one electronic copy of the drawings and specifications. The final electronic deliverable will be in AutoCAD and PDF format.

Responsibilities of City

- Provide site access for surveying, geotechnical investigations and disciplines on design team.
- Attend review meetings.
- Provide 30% design submittal review comments within 1 week and 90% design submittal comments within 2 weeks of receipt of submittal from design team. Design team will commence next phase of the design immediately upon receipt of these comments.

This Task Order does not including Bidding Services or Construction Administration Services.

Schedule

Loan Application Assistance	February 2015
Design Kickoff Workshop	April 2015
30% Design Submittal and Workshop	June 2015
90% Design Submittal and Workshop	August 2015
OEPA PTI Submittal	August 2015
Final Design Complete	September 2015

3. The Lump Sum Fee for services listed in Subsection 2 above to be performed by CONSULTANT under this Task Order is \$10,000 for the Loan Application Assistance Scope and \$260,000.00 for the remaining scope items in this Task Order.

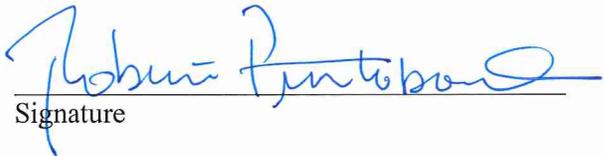
CLIENT

Signature

Name (Printed or Typed)

Date

CONSULTANT



Signature

ROBERT PINTABONA

Name (Printed or Typed)

January 19, 2015

Date

Attachment B

TASK ORDER AMENDMENT

Contract No. _____
Amendment Order No. _____
Effective Date _____

In accordance with Article 7 of the Master Services Agreement dated December 29, 2014 (“Agreement”) between City of North Royalton (“CLIENT”) MWH Americas, Inc. (“CONSULTANT”), this Task Order Amendment modifies the Agreement as follows:

1. Change in Services:

2. Change in time of Performance (attach schedule if appropriate):

3. Change in CONSULTANT’s Compensation:

All other terms and conditions remain unchanged.

CLIENT

CONSULTANT

Signature



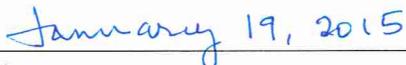
Signature

Name (Printed or Typed)



Name (Printed or Typed)

Date



Date

RECEIVED

CITY OF NORTH ROYALTON
APPLICATION FOR ZONING CHANGE REQUEST

JAN 13 2015

APPLICANT: Brian and Sonya Pifer OWNER: Same CITY NORTH ROYALTON
 ADDRESS: 9675 Edgerton Rd. ADDRESS: Same BUILDING DEPT.
North Royalton, OH 44133
 PHONE: 440-237-7014 PHONE: Same
 SUBJECT PARCEL ADDRESS: V/L PARCEL NO. 485-12-020
 EXISTING ZONING DISTRICT: Small Business PROPOSED ZONING DISTRICT: Rural Residential

INFORMATION TO BE SUBMITTED TO COUNCIL OFFICE:

1. Written legal description. ✓
2. Survey/Plat Plan drawn as follows: ✓
 - a. Set forth the dimensions of subject property (s) and bearing directions of subject property lines.
 - b. Set forth the surrounding Public Right of Way (s) (if any) along with recorded Right of Way width(s).
 - c. Set forth the surrounding properties, including any directly across any Public Right of Way, along with all such property owners names and addresses. Outline in RED color the boundary of the property included in the requested Zoning amendment.
 - d. Show Permanent Parcel Number of all properties on said survey.
3. Acreage of each parcel proposed for rezoning: 0.9252
4. Number, type & disposition of any existing buildings: VACANT
5. Any deed restrictions (existing or expired). none
6. Proposed use of property and why change is necessary for the preservation and enjoyment of a substantial property right. Also why the change would not be detrimental to the public welfare nor to the property of other persons located in the vicinity thereof. ✓
7. Sketch plan, showing proposed type of building, building location, driveways, parking areas, sanitary & storm sewers and water lines.

RECEIVED

JAN 14 2015

COUNCIL OFFICE
CITY OF NORTH ROYALTON

If the property involved is not registered in the same name in the County records as property owner on application, or an agent or representative applies, written notarized consent from the property owner must be presented with the application.

Applicant shall pay, to the Council Office, a fee of \$400.00 per parcel, for the processing of this application. This fee is **non-refundable** if rezoning is denied.

The applicant agrees to appear upon written or oral request before any legally constituted board, commission or representatives of the City for the purpose of clarifying any points at issue or to assist said board, commission or representative in arriving at a decision on this application.

SIGNATURE OF APPLICANT/AGENT/OWNER: Brian A. Pifer

Date: 1/12/2015

This Application must be reviewed and approved by the Building Commissioner prior to submission to the Council Office to ensure proper zoning district is being requested for proposed use.

Approved by: _____ Date: _____
Building Commissioner

COUNCIL OFFICE USE ONLY

Date received: 1-14-15 Fee Paid: \$400 Receipt No.: 59612

Referred to Engineering Dept. to review legal: 1-15-15 Engineering Dept. approved legal: 1-16-15

Planning Commission Recommendation: _____

Building & Building Codes Committee Recommendation: _____

City Council Recommendation: _____

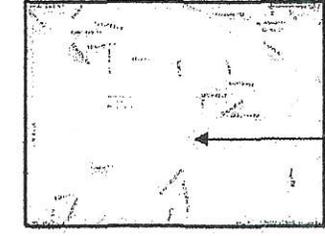
Referral to Voters: _____ Voters: Approved _____ Defeated _____

1. Written legal description: Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being part of Royalton Township Section No. 7 and bounded and described as follows: Beginning on the centerline of Edgerton Road (60 feet wide) at the Northwesterly corner of land conveyed to Richard G. Phillips and Marilyn E. Phillips by deed dated April 7, 1967 and recorded in Volume 12110, Page 391 of Cuyahoga County Records; thence Westerly along said centerline of Edgerton Road 75 feet to the Northeasterly corner of land conveyed to Robert J. Svoboda by deed dated December 12, 1967 and recorded in Volume 12187, Page 651 of Cuyahoga County Records; thence Southerly along the Easterly line of land so conveyed to Robert J. Svoboda 200 feet to the Southeasterly corner thereof; thence Westerly along the Southerly line of land conveyed to Robert J. Svoboda, as aforesaid, 112 feet to the Easterly line of land conveyed to Raymond E. Snyder and Mary T. Snyder of deed dated June 25, 1962 and recorded in Volume 10601, Page 75 of Cuyahoga County Records; thence Southerly along said easterly line 80 feet to the Southeasterly corner of land so conveyed to Raymond E. Snyder and Mary T. Snyder; thence Easterly along the easterly prolongation of the Southerly line of land conveyed to Raymond E. Snyder and Mary T. Snyder, as aforesaid and along the Northerly line of land conveyed to the Ohio Fuel Gas Company by deed dated November 6, 1963 and recorded in Volume 10987, Page 56 of Cuyahoga County records to an interior angle in land so conveyed to the Ohio Fuel Gas Company; thence southeasterly along the Northeasterly line of land so conveyed to the Ohio Fuel Gas Company 137.43 feet to the centerline of Bennett Road (60 feet wide); thence northeasterly along the centerline of Bennett Road 100.53 feet to the most Southerly corner of land conveyed to Richard G. Phillips and Marilyn E. Phillips as aforesaid; thence Northwesterly along the Southwesterly line of land so conveyed, 121.81 feet to an angle; thence Northerly along the Westerly line of land so conveyed to Richard G. Phillips and Marilyn E. Phillips 213.60 feet to the place of beginning, be the same more or less, but subject to all legal highways.
2. Survey/Plat Plan: Attached
3. Acreage of Parcel proposed for rezoning: 0.9252 acres
4. There are no existing buildings on the property. It is vacant land.
5. Any deed restrictions: There are no deed restrictions. The property was recently purchased by Brian and Sonya Pifer, the deed being also attached.
6. This application for zoning change request is being submitted due to the fact that the parcel in question (485-12-020) is currently zoned small business. Given the vacant land contains a septic easement combined with water issues, the ability to utilize this property for that purpose is very limited and expensive. Additionally, by converting this property to (in my opinion) a more appropriate zoning of rural residential to be consistent with our existing and adjacent property, it would enable my family to use the property by potentially adding a turn around to our driveway and potentially relocating our existing out building (shed) to the property line without fear of encroachment on a property zoned small business.
7. N/A

Marcoguissepe Prope

City of North Royalton ~ County of Cuyahoga ~ St
Part of Original Royalton Township Section

P.P.N. 485-12-020
Volume 12568 Page 501



Site
Bennett
North R.

LEGEND OF SYMBOLS & LINETYPES

⊗	EXISTING HYDRANT	⊗	PROPOSED HYDRANT	⊗	TRUCK
⊗	EXISTING WATER VALVE	⊗	PROPOSED WATER VALVE	⊗	BATH
⊗	EXISTING STORM MANHOLE	⊗	PROPOSED STORM MANHOLE	⊗	SIGN
⊗	EXISTING SANITARY MANHOLE	⊗	PROPOSED SANITARY MANHOLE	⊗	CLEAN
⊗	EXISTING CATCH BASIN	⊗	PROPOSED CATCH BASIN	⊗	WORTH
⊗	EXISTING CURB INLET	⊗	PROPOSED CURB INLET	⊗	UTILITY
⊗	SPOT GRADE ELEVATION	→	DIRECTION OF SURFACE WATER RUNOFF	⊗	LIGHT
---	PROPERTY LINE	⊗	IRON PIN FOUND	⊗	WATER
---	CONVEYANCE	⊗	IRON PIN SET	⊗	NOT M
---	RIGHT-OF-WAY LINE	⊗	30" LONG, 8/8" REBAR WITH CAP STAMPED "HAYWOOD 0284"	⊗	OR
---	EASEMENT LINE	⊗	IRON PIN FOUND IN SIGNPOST BOX	⊗	IRON PIN IN SIGN
---	SETBACK LINE	⊗	PK NAIL FOUND	⊗	PK NAIL
---	FENCE	⊗	R. REG. = RECORD	⊗	M. MEAS. = MEASURE
			P.O.B. = PLACE OF BEGINNING		P.P.O.B. = PRINCIPAL

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT AT THE REQUEST OF THE DANIELS OF OHIO, LLC I HAVE PREPARED THE BOUNDARY SURVEY.

DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. BEARINGS ARE TO AN ASSUMED MERIDIAN INTENDED TO DESCRIBE ANGLES ONLY. THE BASIS OF BEARINGS IS S 39° 40' 00" W FOR BENNETT ROAD.

THIS PLAT REPRESENTS A SURVEY IN WHICH THE TRAVERSE OF THE EXTERIOR BOUNDARIES OF THE COMPUTED FROM FIELD MEASUREMENTS CLOSED TO WITHIN A LIMIT OF ERROR OF ONE (1) FOOT TO THOUSAND (10,000) FEET OF THE PERIMETER BEFORE BALANCING THE SURVEY.

THE SURVEY MEETS THE MINIMUM STANDARDS FOR LAND SURVEYS, IN SECTION 4723-37 OF THE OHIO ADMINISTRATIVE CODE. ADJACENT PROPERTY DESCRIPTIONS HAVE BEEN CONSIDERED IN PREVIOUS SURVEYS. THIS SURVEY HAS NOT BEEN PERFORMED WITH THE BENEFIT OF A TITLE SEARCH AND THE OF EASEMENTS THAT MAY AFFECT THE PROPERTY ARE NOT NOTED ON THE PLAT.

FIELD SURVEY DATE: MARCH 20, 2008
DRAWING REVISION DATE: MARCH 20, 2008



Dale Haywood
Date R. Haywood, S.S.
Registered State of Ohio Surveyor No. 6284

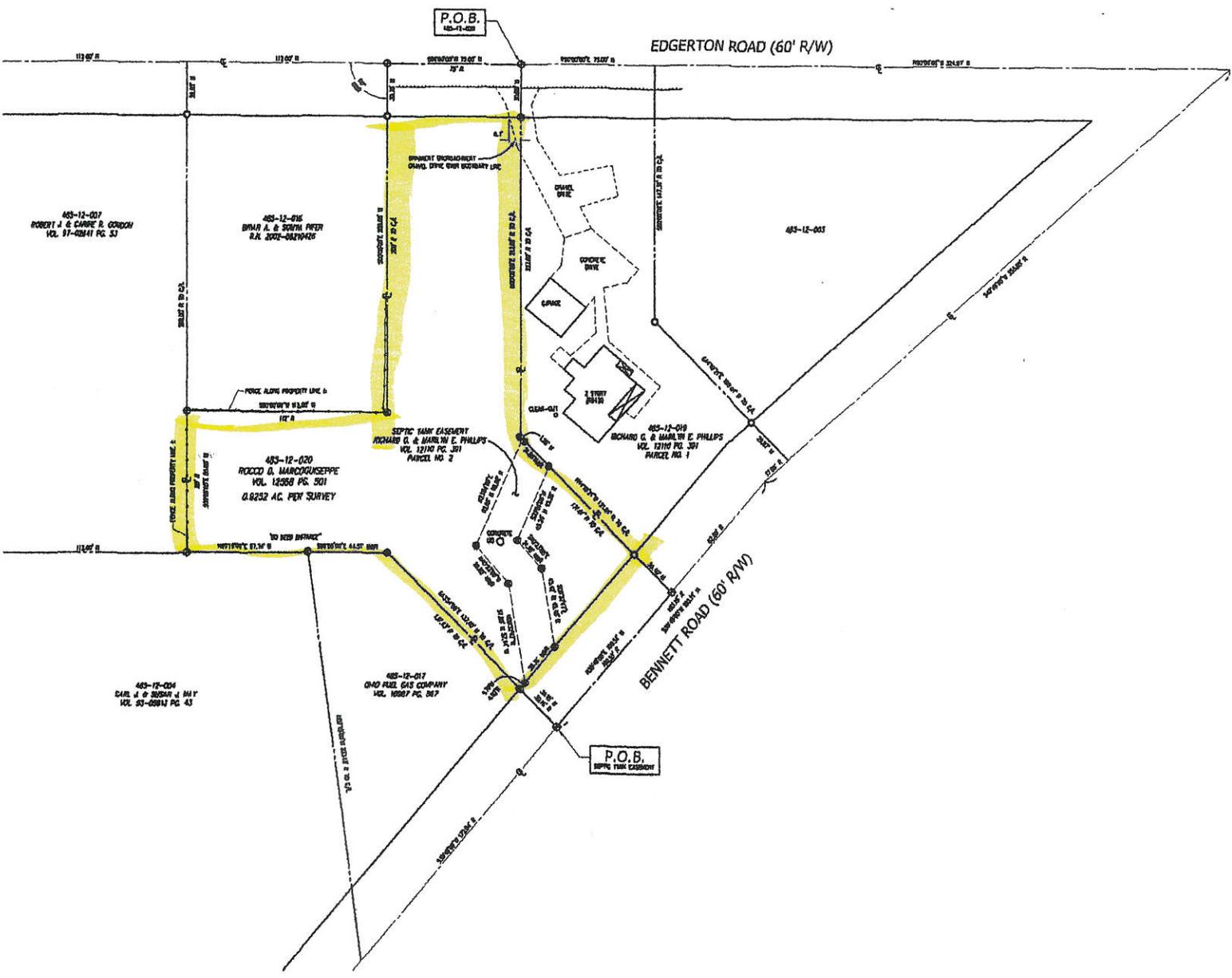
ADDITIONS OR DELETIONS TO THIS PLAT BY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT WRITTEN CONSENT BY THE SIGNING PARTY.
THIS SURVEY PLAT IS NOT VALID WITHOUT AN ORIGINAL SIGNATURE OF THE SIGNING PARTY.

Prepared By

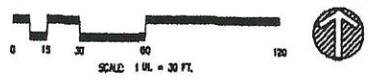


2043 Henderson Road, Suite 4
Cleveland, Ohio 44116
Phone: (888) 833 3367
Fax: (888) 544 4482

Marie
Bortfeldt
4141 Pk
Seven Hill
(216)



Boundary Survey



BASIS OF BEARINGS
S39°40'00" W
BENNETT ROAD

485-12-004
CARL J. & SUSAN J. HAY
VOL. 93-08841 PG. 43

485-12-017
CHAD KEEZ GAS COMPANY
VOL. 10087 PG. 067

485-12-020
ROCCO D. MARCOGUISSEPE
VOL. 12568 PG. 501
0.8252 AC. PER SURVEY

SEPTIC TANK EASEMENT
RICHARD G. & MARILYN E. PHILLIPS
VOL. 12110 PG. 391
PARCEL NO. 2

485-12-019
RICHARD G. & MARILYN E. PHILLIPS
VOL. 12110 PG. 391
PARCEL NO. 1

485-12-007
ROBERT J. & CAROL R. GORDON
VOL. 97-08841 PG. 33

485-12-016
BRIAN A. & TERRY FRYER
R.A. 2002-04210425

485-12-003

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

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

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

1. The estimated life of the improvement described as follows (the "Improvements") exceeds five years:

PURCHASING FURNITURE AND VARIOUS INFORMATION
TECHNOLOGY EQUIPMENT AND TELEPHONE SYSTEMS FOR CITY
HALL, WITH RELATED EQUIPMENT IN CONNECTION THEREWITH

2. The maximum maturity of the bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Section 133.20, Ohio Revised Code, is 10 years.

Dated: February 3, 2015



Director of Finance
City of North Royalton, Ohio

AN ORDINANCE AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF NOT TO EXCEED \$350,000 FOR PURCHASING FURNITURE AND VARIOUS INFORMATION TECHNOLOGY EQUIPMENT AND TELEPHONE SYSTEMS FOR CITY HALL, WITH RELATED EQUIPMENT IN CONNECTION THEREWITH; AND APPROVING RELATED MATTERS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS, AND DECLARING AN EMERGENCY

WHEREAS: The Director of Finance (the "Director of Finance") of the City of North Royalton, Ohio (the "City") has certified to this Council that the estimated life of the improvement stated in the title of this ordinance (the "Project") which is to be constructed from the proceeds of the bonds herein described exceeds five years and the maximum maturity of said bonds is 10 years; and

WHEREAS: It is now deemed necessary to issue and sell not to exceed \$350,000 of such bonds under authority of the general laws of the State of Ohio, including Chapter 133, Ohio Revised Code, and in particular Section 133.23 thereof and the Charter of the City, for the purpose stated in the title of this Ordinance.

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

Section 1. Issuance of the Bonds. It is hereby declared necessary to issue bonds of the City in the principal sum of not to exceed \$350,000, or such lesser amount as shall be determined by the Director of Finance and certified to this Council, which bonds shall be shall be designated "City of North Royalton, Ohio Various Purpose Improvement Bonds, Series 2015," or as otherwise determined by the Director of Finance (the "Bonds"), for the purpose described in the title of this Ordinance. The Bonds may be issued in one or more series.

Section 2. Combining Bonds for Purposes of Issuance and Sale. It is hereby determined, that for the purposes of issuance and sale, it may be in the best interest of the City to combine the Bonds with other limited tax general obligation bonds of the City authorized by separate ordinance of this Council. The Bonds and such other bonds shall be jointly referred to herein as the "Combined Bonds." As used in this Ordinance, the term "Bonds" shall also mean the Combined Bonds, where appropriate.

Section 3. Terms of the Bonds. The Bonds shall be issued as fully registered bonds in book entry form only, in denominations of \$5,000 or any integral multiple thereof; shall be numbered consecutively from R-1 upward, as determined by the Director of Finance; shall be dated the date determined by the Director of Finance and set forth in the Certificate of Fiscal Officer provided for hereinbelow; and shall bear interest, payable semiannually on such dates as shall be determined by the Director of Finance and set forth in the Certificate of Fiscal Officer, until the principal sum is paid or provision has been duly made therefor. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 4. Certificate of Fiscal Officer Relating to Terms of Bonds. The Director of Finance is hereby authorized and directed to execute on behalf of the City a Certificate of Fiscal Officer Relating to Terms of Bonds (the "Certificate of Fiscal Officer") setting forth the aggregate principal amount and the final terms of the Bonds, which aggregate principal amount and terms, subject to the limitations set forth in this Ordinance, shall be as determined by the Director of Finance. The Certificate of Fiscal Officer shall indicate the dated date for the Bonds, the dates on which interest on the Bonds is to be paid (the "Interest Payment Date"), the purchase price for the Bonds (which shall be not less than 97% of the face value thereof), the maturity schedule for the Bonds, the interest rates for the Bonds (provided that the true interest cost for all Bonds in the aggregate shall not exceed 5.00% per annum, the optional and mandatory redemption provisions, if any, and such other terms not inconsistent with this Ordinance as the Director of Finance shall deem appropriate.

Section 5. Redemption Provisions of the Bonds. The Bonds shall be subject to optional and mandatory redemption prior to stated maturity, as provided in the Certificate of Fiscal Officer. If optional redemption of the Bonds at a redemption price exceeding 100% is to take place on any date on which a mandatory redemption of the Bonds of the same maturity will take place, the Bonds to be redeemed by optional redemption shall be selected by the Bond Registrar (as defined hereinbelow) prior to the selection of the Bonds to be redeemed at par on the same date.

When partial redemption is authorized, the Bond Registrar shall select Bonds or portions thereof by lot within a maturity in such manner as the Bond Registrar may determine, provided, however, that the portion of any Bond so selected will be in the amount of \$5,000 or any integral multiple thereof.

The notice of the call for redemption of Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. From and after the specified redemption date interest on the Bonds (or portions thereof) called for redemption shall cease to accrue. Such notice shall be sent by first class mail at least 30 days prior to the redemption date to each registered holder of Bonds to be redeemed at the address shown in the Bond Register (as defined hereinbelow) on the 15th day preceding the date of mailing. Failure to receive such notice of any defect therein shall not affect the validity of the proceedings for the redemption of any Bond.

Section 6. Form and Execution of the Bonds. The Bonds shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance; and shall be executed by the Director of Finance and the Mayor of the City (the "Mayor"), in their official capacities, provided that either or both of their signatures may be a facsimile. No Bond shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Bond, is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Bond Registrar or by such other person acting as an agent of the Bond Registrar as shall be approved by the Director of Finance on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Bonds.

Section 7. Payment of the Bonds. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. The principal of the Bonds shall be payable upon presentation and surrender of the Bonds at the principal office of the Bond Registrar. Each Bond shall bear interest from the later of the date thereof, or the most recent Interest Payment Date to which interest has been paid or duly provided for, unless the date of authentication of any Bond is less than 15 days prior to an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered, at the close of business on the 15th day next preceding that Interest Payment Date (the "Record Date") (unless such date falls on a non-business day, in which case the Record Date shall be the preceding business day), on the Bond Register at the address appearing therein.

Any interest on any Bond which is payable, but is not punctually paid or provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Record Date by virtue of having been such owner and such Defaulted Interest shall be paid to the registered owner in whose name the Bond is registered at the close of business on a date (the "Special Record Date") to be fixed by the Bond Registrar, such Special Record Date to be not more than 15 nor less than 10 days prior to the date of proposed payment. The Bond Registrar shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Bondholder, at such Bondholder's address as it appears in the Bond Register, not less than 10 days prior to such Special Record Date, and may, in its discretion, cause a similar notice to be published once in a newspaper in each place where Bonds are payable, but such publication shall not be a condition precedent to the establishment of such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered by the Bond Registrar upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

Section 8. Appointment of Bond Registrar. The Director of Finance is hereby authorized and directed to serve as authenticating agent, bond registrar, transfer agent, and paying agent for the Bonds (the "Bond Registrar") or to execute on behalf of the Council a Bond Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Director of Finance and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as the Bond Registrar for the Bonds. If at any time the Bond Registrar shall be unable or unwilling to serve as such, or the Director of Finance in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Director of Finance may, and is hereby authorized and directed to enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Bond Registrar hereunder. Each such successor Bond Registrar shall promptly advise all bondholders of the change in identity and new address of the Bond Registrar. So long as any of the Bonds remain outstanding, the City shall cause to be maintained and kept by the Bond Registrar, at the office of the Bond Registrar, all books and records necessary for the registration, exchange and transfer of Bonds as provided in this Section (the "Bond Register"). Subject to the provisions of hereinabove, the person in whose name any Bond shall be registered on the Bond Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Bond shall be made only to or upon the order of that person. Neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, including the interest thereon, to the extent of the amount or amounts so paid.

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

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

The City and the Bond Registrar shall not be required to transfer or exchange (i) any Bond during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Bonds, and ending at the close of business on the day of such mailing, or (ii) any Bonds selected for redemption, in whole or in part, following the date of such mailing.

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

Section 9. Book Entry System. For purposes of this Ordinance, the following terms shall have the following meanings:

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

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

All or any portion of the Bonds may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Ordinance; (i) there shall be a single Bond of each maturity, (ii) those Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City. Bond service charges on Bonds in book entry form registered in the name of a Depository or its nominee shall be payable in next day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Bonds as provided in this Ordinance.

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

The Director of Finance and the Mayor of the City are authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, the letter agreement among the City, the Bond Registrar and The Depository Trust Company, as depository, to be delivered in connection with the issuance of the Bonds to the Depository for use in a book entry system in substantially the form submitted to this Council.

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

Section 10. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Bonds are outstanding, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Bonds as and when the same falls due and to provide a fund for the repayment of the principal of the Bonds at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution; provided, however, that in each year to the extent that funds are available from other sources and are lawfully appropriated for the payment of the Bonds, the amount of the Debt Service Levy shall be reduced by the amount of such funds so available and appropriated.

The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the interest and principal of the Bonds when and as the same falls due.

Section 11. Income Tax Pledge. The City hereby covenants, pursuant to Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Bonds in each year until full payment is made.

Section 12. Sale of the Bonds. The Bonds shall be sold at private sale to The Huntington Investment Company, Cleveland, Ohio (the "Original Purchaser"), at the purchase price set forth in the Certificate of Fiscal Officer, plus interest accrued to the date of delivery of the Bonds to the Original Purchaser. The Director of Finance and the Mayor of the City, or either of them individually, are authorized and directed to execute on behalf of the City a Bond Purchase Agreement with the Original Purchaser, setting forth the conditions under which the Bonds are to be sold and delivered, which Bond Purchase Agreement shall be in such form, not inconsistent with this Ordinance, as the Director of Finance shall determine.

Any accrued interest received from the sale of the Bonds shall be transferred to the Bond Retirement Fund to be applied to the payment of the principal of and interest on the Bonds in the manner provided by law. Any premium from the sale of the Bonds shall be deposited into the fund or funds specified in the Certificate of Fiscal Officer and used for the proper purposes of such fund or funds.

Section 13. Federal Tax Law Compliance. The City hereby covenants that it shall comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Bonds is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Bonds so that the Bonds will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it shall restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are issued, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Director of Finance, or any other officer, including the Mayor, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Bonds as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Director of Finance, which action shall be in writing and signed by the Director of Finance, or any other officer, including the Mayor, on behalf of the City; (b) to take

any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with Sections 141 through 150 of the Code and the Regulations.

The Director of Finance shall keep and maintain adequate records pertaining to investment of all proceeds of the Bonds sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Bonds which limits the amount of bond proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Director of Finance is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Bonds requires any such reports or rebates.

Section 14. Municipal Bond Insurance. The Director of Finance, or any other officer, including the Mayor, is authorized to make appropriate arrangements, if such officer deems it in the best interest of the City, for the issuance of a municipal bond insurance policy with respect to all or any portion of the Bonds, including executing and delivering a commitment therefor and certificates and other documents in connection therewith. All additional provisions required to be authorized by this Council for the issuance of a municipal bond insurance policy shall be contained in the Certificate of Fiscal Officer.

Section 15. Official Statement. The distribution of an Official Statement of the City, in preliminary and final form, relating to the original issuance of the Bonds is hereby authorized, and the Mayor and the Director of Finance are hereby authorized and directed to negotiate, prepare and execute, on behalf of the City and in their official capacity, the Official Statement and any supplements thereto as so executed in connection with the original issuance of the Bonds, and they are authorized and directed to advise the Original Purchaser in writing regarding limitations on the use of the Official Statement and any supplements thereto for purposes of marketing or reoffering the Bonds as they deem necessary or appropriate to protect the interests of the City. The Mayor, Director of Finance and the Director of Law, are each authorized to execute and deliver, on behalf of the City and in their official capacities, such certificates in connection with the accuracy of the Official Statement, in either preliminary or final form, and any supplements thereto as may, in their judgment, be necessary or appropriate.

Section 16. Obtaining of Rating for the Bonds. The obtaining or updating of a rating or ratings on the Bonds and the City is hereby authorized if the Director of Finance determines that it is necessary or advisable in connection with the original issuance of the Bonds. If the Director of Finance so determines, then the Director of Finance and this Council are hereby authorized and directed to take all steps necessary to obtain such rating or ratings.

Section 17. Transcript of Proceedings. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Bonds and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Bonds and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Clerk of Council and a no-litigation certificate of the Mayor and the Director of Finance, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein.

The Director of Finance is hereby authorized and directed to take such action and to execute and deliver, on behalf of this Council, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Ordinance. Such documents shall be in the form not substantially inconsistent with the terms of this Ordinance, as they in their discretion shall deem necessary or appropriate.

Section 18. Satisfaction of Conditions for Bond Issuance. It is hereby found and determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Bonds in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Bonds.

Section 19. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 20. Filing of Bond Ordinance. The Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the County Fiscal Officer of Cuyahoga County, Ohio.

Section 21. Emergency Measure. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the City and its inhabitants, and for the further reason that this Ordinance must be immediately effective so that the City can award bids and begin work on the Project; wherefore this Ordinance shall take effect and be in force from and immediately after its adoption.

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:

CERTIFICATE OF MAXIMUM MATURITY

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

The undersigned Director of Finance of the City of North Royalton, Ohio (the "City") as the fiscal officer of the City, hereby certifies as follows with respect to the Refunding Bonds, Series 2015, of the City, in the principal sum of not to exceed \$4,430,000 (the "Bonds"), that are to be used to advance refund a portion of the bonds of the City described below, and the maximum maturity of the Bonds cannot exceed the last maturity permitted by law for the bonds to be refunded, in accordance with Section 133.34, Ohio Revised Code, to wit:

Various Purpose Bonds (General Obligation – Limited Tax), dated July 24, 2008, originally issued in the aggregate principal amount of \$6,461,000 for the purpose of financing the cost of various permanent improvement projects for the City and paying certain costs of issuance related to the issuance and sale of said bonds; and the last maturity permitted by law is December 1, 2028.

Therefore, the maximum maturity of the Bonds cannot be later than December 1, 2028.

Dated: February 3, 2015



Director of Finance
City of North Royalton, Ohio

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,430,000 OF BONDS FOR THE PURPOSE OF ADVANCE REFUNDING BONDS ISSUED IN 2008 FOR THE PURPOSE OF FINANCING THE COST OF VARIOUS PERMANENT IMPROVEMENT PROJECTS FOR THE CITY AND PAYING CERTAIN COSTS OF ISSUANCE RELATED TO THE ISSUANCE AND SALE OF SAID BONDS; AND APPROVING RELATED MATTERS IN CONNECTION WITH THE ISSUANCE OF THE BONDS, AND DECLARING AN EMERGENCY

WHEREAS: The Council of the City (the "Council") has issued bonds dated July 24, 2008, in the original principal amount of \$6,461,000 (the "Outstanding Bonds") for the purpose stated in the title of this Ordinance; and

WHEREAS: In view of currently prevailing lower interest rates, this Council has determined that it is advisable and in the best interest of the City to issue refunding bonds of the City to advance refund certain maturities of the Outstanding Bonds (the "Refunded Bonds"); and

WHEREAS: The Director of Finance of the City (the "Director of Finance") has certified to this Council that the maximum maturity of the bonds herein authorized cannot exceed the maximum maturity of the Refunded Bonds; and

WHEREAS: It is now deemed necessary to issue and sell not to exceed \$4,430,000 of such bonds under authority of the general laws of the State of Ohio, including Chapter 133, Ohio Revised Code, and in particular Section 133.34 thereof, and the Charter of the City, for the purpose stated in the title of this Ordinance.

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

Section 1. Issuance of the Bonds. It is hereby declared necessary to issue bonds of the City in the principal sum of not to exceed \$4,430,000, or such lesser amount as shall be determined by the Director of Finance and certified to this Council, which bonds shall be designated "City of North Royalton, Ohio Refunding Bonds, Series 2015," or as otherwise determined by the Director of Finance (the "Bonds"), for the purpose described in the title of this Ordinance. The Bonds may be issued in one or more series.

Section 2. Combining Bonds for Purposes of Issuance and Sale. It is hereby determined, that for the purposes of issuance and sale, it may be in the best interest of the City to combine the Bonds with other limited tax general obligation bonds of the City authorized by separate ordinance of this Council. The Bonds and such other bonds shall be jointly referred to herein as the "Combined Bonds." As used in this Ordinance, the term "Bonds" shall also mean the Combined Bonds, where appropriate.

Section 3. Terms of the Bonds. The Bonds shall be issued as fully registered bonds in book entry form only, in denominations of \$5,000 or any integral multiple thereof; shall be numbered consecutively from R-1 upward, as determined by the Director of Finance; shall be dated the date determined by the Director of Finance and set forth in the Certificate of Fiscal Officer provided for hereinbelow; and shall bear interest, payable semiannually on such dates as shall be determined by the Director of Finance and set forth in the Certificate of Fiscal Officer, until the principal sum is paid or provision has been duly made therefor. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 4. Certificate of Fiscal Officer Relating to Terms of Bonds. The Director of Finance is hereby authorized and directed to execute of behalf of the City a Certificate of Fiscal Officer Relating to Terms of Bonds (the "Certificate of Fiscal Officer") setting forth the aggregate principal amount and the final terms of the Bonds, which aggregate principal amount and terms, subject to the limitations set forth in this Ordinance, shall be as determined by the Director of Finance. The Certificate of Fiscal Officer shall indicate the dated date for the Bonds, the dates on which interest on the Bonds is to be paid (the "Interest Payment Date"), the purchase price for the Bonds (which shall be not less than 97% of the face value thereof), the maturity schedule for the Bonds, the interest rates for the Bonds (provided that the true interest cost for all Bonds in the aggregate shall not exceed 5.00% per annum, the optional and mandatory redemption provisions, if any, and such other terms not inconsistent with this Ordinance as the Director of Finance shall deem appropriate.

Section 5. Redemption Provisions of the Bonds. The Bonds shall be subject to optional and mandatory redemption prior to stated maturity, as provided in the Certificate of Fiscal Officer. If optional redemption of the Bonds at a redemption price exceeding 100% is to take place on any date on which a mandatory redemption of the Bonds of the same maturity will take place, the Bonds to be redeemed by optional redemption shall be selected by the Bond Registrar (as defined hereinbelow) prior to the selection of the Bonds to be redeemed at par on the same date.

When partial redemption is authorized, the Bond Registrar shall select Bonds or portions thereof by lot within a maturity in such manner as the Bond Registrar may determine, provided, however, that the portion of any Bond so selected will be in the amount of \$5,000 or any integral multiple thereof.

The notice of the call for redemption of Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. From and after the specified redemption date interest on the Bonds (or portions thereof) called for redemption shall cease to accrue. Such notice shall be sent by first class mail at least 30 days prior to the redemption date to each registered holder of Bonds to be redeemed at the address shown in the Bond Register (as defined hereinbelow) on the 15th day preceding the date of mailing. Failure to receive such notice of any defect therein shall not affect the validity of the proceedings for the redemption of any Bond.

Section 6. Form and Execution of the Bonds. The Bonds shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance; and shall be executed by the Director of Finance and the Mayor of the City (the "Mayor"), in their official capacities, provided that either or both of their signatures may be a facsimile. No Bond shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Bond, is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Bond Registrar or by such other person acting as an agent of the Bond Registrar as shall be approved by the Director of Finance on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Bonds.

Section 7. Payment of the Bonds. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. The principal of the Bonds shall be payable upon presentation and surrender of the Bonds at the principal office of the Bond Registrar. Each Bond shall bear interest from the later of the date thereof, or the most recent Interest Payment Date to which interest has been paid or duly provided for, unless the date of authentication of any Bond is less than 15 days prior to an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered, at the close of business on the 15th day next preceding that Interest Payment Date (the "Record Date") (unless such date falls on a non-business day, in which case the Record Date shall be the preceding business day), on the Bond Register at the address appearing therein.

Any interest on any Bond which is payable, but is not punctually paid or provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Record Date by virtue of having been such owner and such Defaulted Interest shall be paid to the registered owner in whose name the Bond is registered at the close of business on a date (the "Special Record Date") to be fixed by the Bond Registrar, such Special Record Date to be not more than 15 nor less than 10 days prior to the date of proposed payment. The Bond Registrar shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Bondholder, at such Bondholder's address as it appears in the Bond Register, not less than 10 days prior to such Special Record Date, and may, in its discretion, cause a similar notice to be published once in a newspaper in each place where Bonds are payable, but such publication shall not be a condition precedent to the establishment of such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered by the Bond Registrar upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

Section 8. Appointment of Bond Registrar. The Director of Finance is hereby authorized and directed to serve as authenticating agent, bond registrar, transfer agent, and paying agent for the Bonds (the "Bond Registrar") or to execute on behalf of the Council a Bond Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Director of Finance and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as the Bond Registrar for the Bonds. If at any time the Bond Registrar shall be unable or unwilling to serve as such, or the Director of Finance in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Director of Finance may, and is hereby authorized and directed to enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Bond Registrar hereunder. Each such successor Bond

Registrar shall promptly advise all bondholders of the change in identity and new address of the Bond Registrar. So long as any of the Bonds remain outstanding, the City shall cause to be maintained and kept by the Bond Registrar, at the office of the Bond Registrar, all books and records necessary for the registration, exchange and transfer of Bonds as provided in this Section (the "Bond Register"). Subject to the provisions of hereinabove, the person in whose name any Bond shall be registered on the Bond Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Bond shall be made only to or upon the order of that person. Neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, including the interest thereon, to the extent of the amount or amounts so paid.

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

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

The City and the Bond Registrar shall not be required to transfer or exchange (i) any Bond during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Bonds, and ending at the close of business on the day of such mailing, or (ii) any Bonds selected for redemption, in whole or in part, following the date of such mailing.

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

Section 9. Book Entry System. For purposes of this Ordinance, the following terms shall have the following meanings:

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

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

All or any portion of the Bonds may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Ordinance; (i) there shall be a single Bond of each maturity, (ii) those Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City. Bond service charges on Bonds in book entry form registered in the name of a Depository or its nominee shall be payable in next day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Bonds as provided in this Ordinance.

The Bond Registrar may, with the approval of the City, enter into an agreement with the beneficial owner or registered owner of any Bond in the custody of a Depository providing for making all payments to that owner of principal and interest on that Bond or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other

than as provided above in this Ordinance, without prior presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the Bond Registrar and to the City. That payment in any event shall be made to the person who is the registered owner of that Bond on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Bond Registrar shall furnish a copy of each of those agreements, certified to be correct by the Bond Registrar, to other paying agents for Bonds and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Ordinance.

The Director of Finance and the Mayor of the City are authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, the letter agreement among the City, the Bond Registrar and The Depository Trust Company, as depository, to be delivered in connection with the issuance of the Bonds to the Depository for use in a book entry system in substantially the form submitted to this Council.

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

Section 10. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Bonds are outstanding, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Bonds as and when the same falls due and to provide a fund for the repayment of the principal of the Bonds at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution; provided, however, that in each year to the extent that funds are available from other sources and are lawfully appropriated for the payment of the Bonds, the amount of the Debt Service Levy shall be reduced by the amount of such funds so available and appropriated.

The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the interest and principal of the Bonds when and as the same falls due.

Section 11. Income Tax Pledge. The City hereby covenants, pursuant to Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Bonds in each year until full payment is made.

Section 12. Sale of the Bonds. The Bonds shall be sold at private sale to The Huntington Investment Company, Cleveland, Ohio (the "Original Purchaser"), at the purchase price set forth in the Certificate of Fiscal Officer, plus interest accrued to the date of delivery of the Bonds to the Original Purchaser. The Director of Finance and the Mayor of the City, or either of them individually, are authorized and directed to execute on behalf of the City a Bond Purchase Agreement with the Original Purchaser, setting forth the conditions under which the Bonds are to be sold and delivered, which Bond Purchase Agreement shall be in such form, not inconsistent with this Ordinance, as the Director of Finance shall determine.

Section 13. Establishment of Escrow Fund; Escrow Trustee. There is hereby created and established, as an account within the Bond Retirement Fund of the City, a trust fund to be designated "City of North Royalton, Ohio – Refunding Bonds, Series 2015 – Escrow Fund" (the "Escrow Fund") or as otherwise designated by the Director of Finance, which account may be in the custody of a bank or trust company as an escrow trustee, if desired. The proceeds from the sale of the Bonds, except the accrued interest and premium thereon (if any), shall be deposited in the Escrow Fund. Such moneys deposited in the Escrow Fund may be (i) held as cash or (ii) used to purchase direct obligations of or obligations guaranteed as to payment by the United States of America of such maturities and interest payment dates and bearing interest at such rates as will, as certified by such independent public accounting firm as shall be acceptable to the Director of Finance and the Original Purchaser without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, be sufficient to pay the interest on, and the redemption price (including any redemption premium) of, the Refunded Bonds on the earliest optional redemption date for the Refunded Bonds. The Director of Finance is also authorized, if necessary or desirable to facilitate the refunding of the Refunded Bonds, to engage a consultant to verify the sufficiency of the cash or other obligations held in the Escrow Fund to refund the Refunded Bonds on such redemption date.

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

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

Section 14. Federal Tax Law Compliance. The City hereby covenants that it shall comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Bonds is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Bonds so that the Bonds will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it shall restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are issued, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Director of Finance, or any other officer, including the Mayor, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Bonds as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Director of Finance, which action shall be in writing and signed by the Director of Finance, or any other officer, including the Mayor, on behalf of the City; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with Sections 141 through 150 of the Code and the Regulations.

The Director of Finance shall keep and maintain adequate records pertaining to investment of all proceeds of the Bonds sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Bonds which limits the amount of bond proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Director of Finance is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Bonds requires any such reports or rebates.

Section 15. Municipal Bond Insurance. The Director of Finance, or any other officer, including the Mayor, is authorized to make appropriate arrangements, if such officer deems it in the best interest of the City, for the issuance of a municipal bond insurance policy with respect to all or any portion of the Bonds, including executing and delivering a commitment therefor and certificates and other documents in connection therewith. All additional provisions required to be authorized by this Council for the issuance of a municipal bond insurance policy shall be contained in the Certificate of Fiscal Officer.

Section 16. Official Statement. The distribution of an Official Statement of the City, in preliminary and final form, relating to the original issuance of the Bonds is hereby authorized, and the Mayor and the Director of Finance are hereby authorized and directed to negotiate, prepare and execute, on behalf of the City and in their official capacity, the Official Statement and any supplements thereto as so executed in connection with the original issuance of the Bonds, and they are authorized and directed to advise the Original Purchaser in writing regarding limitations on the use of the Official Statement and any supplements thereto for purposes of marketing or reoffering the Bonds as they deem necessary or appropriate to protect the interests of the City. The Mayor, Director of Finance and the Director of Law, are each authorized to execute and deliver, on behalf of the City and in their official capacities, such certificates in connection with the accuracy of the Official Statement, in either preliminary or final form, and any supplements thereto as may, in their judgment, be necessary or appropriate.

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

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

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

1. The estimated life of the improvement described as follows (the "Improvements") exceeds five years:

paying costs associated with (i) constructing, improving, renovating, furnishing, and equipping a new municipal building, with related site improvements and appurtenances thereto, (ii) constructing and reconstructing improvements to State Road, Ridge Road and Bennett Road, including resurfacing and other related improvements, together with all necessary appurtenances thereto and (iii) improving Edgerton Road in the city between certain termini by constructing and installing a watermain, together with all necessary appurtenances thereto in anticipation of the collection of special assessments
2. The amounts proposed to be expended for various classes of improvements, and the maximum maturity of bonds issued for such purposes, calculated in accordance with Section 133.20, Ohio Revised Code, are as follows:
 - A. constructing, improving, renovating, furnishing, and equipping a new municipal building, with related site improvements and appurtenances thereto; 30 years
 - B. constructing and reconstructing improvements to State Road, Ridge Road and Bennett Road, including resurfacing and other related improvements, together with all necessary appurtenances thereto; 20 years
 - C. improving Edgerton Road in the City between certain termini by constructing and installing a watermain, together with all necessary appurtenances thereto in anticipation of the collection of special assessments; 20 years
3. The weighted average of said maturities is 28 years, therefore the maximum maturity of a single issue of bonds proposed to be issued to pay the cost of such permanent improvements, calculated in accordance with Section 133.20, Ohio Revised Code is 28 years.

Dated: February 3, 2015



Director of Finance
City of North Royalton, Ohio

AN ORDINANCE AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF NOT TO EXCEED \$3,870,000 FOR THE PURPOSE OF PAYING COSTS ASSOCIATED WITH (I) CONSTRUCTING, IMPROVING, RENOVATING, FURNISHING, AND EQUIPPING A NEW MUNICIPAL BUILDING, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO; (II) CONSTRUCTING AND RECONSTRUCTING IMPROVEMENTS TO STATE ROAD, RIDGE ROAD AND BENNETT ROAD, INCLUDING RESURFACING AND OTHER RELATED IMPROVEMENTS, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO; AND (III) IMPROVING EDGERTON ROAD IN THE CITY BETWEEN CERTAIN TERMINI BY CONSTRUCTING AND INSTALLING A WATERMAIN, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO IN ANTICIPATION OF THE COLLECTION OF SPECIAL ASSESSMENTS, AND RETIRING NOTES PREVIOUSLY ISSUED FOR EACH SUCH PURPOSE; AND APPROVING RELATED MATTERS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS, AND DECLARING AN EMERGENCY

WHEREAS: The City Council (the "Council") of City of North Royalton, Ohio (the "City") has issued notes dated April 9, 2014 in the amount of \$3,000,000 (the "Outstanding Municipal Building Notes") in anticipation of the issuance of the bonds herein described, which Outstanding Municipal Building Notes will mature April 8, 2015; and

WHEREAS: The Council of the City has issued notes dated May 8, 2014 in the amount of \$1,369,000 (the "Outstanding Road Notes") in anticipation of the issuance of the bonds herein described, which Outstanding Road Notes will mature May 7, 2015; and

WHEREAS: The Council of the City has issued notes dated July 22, 2014 in the amount of \$310,000 (the "Outstanding Water Notes", and together with the Outstanding Municipal Building Notes and Outstanding Road Notes, the "Outstanding Notes") in anticipation of the issuance of the bonds in anticipation of the levy and collection of special assessments, which Outstanding Water Notes will mature June 18, 2015; and

WHEREAS: It appears advisable to issue bonds to retire the Outstanding Notes; and

WHEREAS: The Director of Finance (the "Director of Finance") of the City has certified to this Council that the estimated life of the improvement stated in the title of this ordinance (the "Project") which is to be constructed from the proceeds of the bonds herein described exceeds five years and the maximum maturity of said bonds is 28 years.

WHEREAS: It is now deemed necessary to issue and sell not to exceed \$3,870,000 of such bonds under authority of the general laws of the State of Ohio, including Chapter 133, Ohio Revised Code, and in particular Section 133.23 thereof and the Charter of the City, for the purpose stated in the title of this Ordinance.

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

Section 1. Issuance of the Bonds. It is hereby declared necessary to issue bonds of the City in the principal sum of not to exceed \$3,870,000, or such lesser amount as shall be determined by the Director of Finance and certified to this Council, which bonds shall be shall be designated "City of North Royalton, Ohio Various Purpose Improvement Bonds, Series 2015," or as otherwise determined by the Director of Finance (the "Bonds"), for the purpose described in the title of this Ordinance. The Bonds may be issued in one or more series.

Section 2. Combining Bonds for Purposes of Issuance and Sale. It is hereby determined, that for the purposes of issuance and sale, it may be in the best interest of the City to combine the Bonds with other limited tax general obligation bonds of the City authorized by separate ordinance of this Council. The Bonds and such other bonds shall be jointly referred to herein as the "Combined Bonds." As used in this Ordinance, the term "Bonds" shall also mean the Combined Bonds, where appropriate.

Section 3. Terms of the Bonds. The Bonds shall be issued as fully registered bonds in book entry form only, in denominations of \$5,000 or any integral multiple thereof; shall be numbered consecutively from R-1 upward, as determined by the Director of Finance; shall be dated the date determined by the Director of Finance and set forth in the Certificate of Fiscal Officer provided for hereinbelow; and shall bear interest, payable semiannually on such dates as shall be determined by the Director of Finance and set forth in the

Certificate of Fiscal Officer, until the principal sum is paid or provision has been duly made therefor. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 4. Certificate of Fiscal Officer Relating to Terms of Bonds. The Director of Finance is hereby authorized and directed to execute of behalf of the City a Certificate of Fiscal Officer Relating to Terms of Bonds (the "Certificate of Fiscal Officer") setting forth the aggregate principal amount and the final terms of the Bonds, which aggregate principal amount and terms, subject to the limitations set forth in this Ordinance, shall be as determined by the Director of Finance. The Certificate of Fiscal Officer shall indicate the dated date for the Bonds, the dates on which interest on the Bonds is to be paid (the "Interest Payment Date"), the purchase price for the Bonds (which shall be not less than 97% of the face value thereof), the maturity schedule for the Bonds, the interest rates for the Bonds (provided that the true interest cost for all Bonds in the aggregate shall not exceed 5.00% per annum, the optional and mandatory redemption provisions, if any, and such other terms not inconsistent with this Ordinance as the Director of Finance shall deem appropriate.

Section 5. Redemption Provisions of the Bonds. The Bonds shall be subject to optional and mandatory redemption prior to stated maturity, as provided in the Certificate of Fiscal Officer. If optional redemption of the Bonds at a redemption price exceeding 100% is to take place on any date on which a mandatory redemption of the Bonds of the same maturity will take place, the Bonds to be redeemed by optional redemption shall be selected by the Bond Registrar (as defined hereinbelow) prior to the selection of the Bonds to be redeemed at par on the same date.

When partial redemption is authorized, the Bond Registrar shall select Bonds or portions thereof by lot within a maturity in such manner as the Bond Registrar may determine, provided, however, that the portion of any Bond so selected will be in the amount of \$5,000 or any integral multiple thereof.

The notice of the call for redemption of Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. From and after the specified redemption date interest on the Bonds (or portions thereof) called for redemption shall cease to accrue. Such notice shall be sent by first class mail at least 30 days prior to the redemption date to each registered holder of Bonds to be redeemed at the address shown in the Bond Register (as defined hereinbelow) on the 15th day preceding the date of mailing. Failure to receive such notice of any defect therein shall not affect the validity of the proceedings for the redemption of any Bond.

Section 6. Form and Execution of the Bonds. The Bonds shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance; and shall be executed by the Director of Finance and the Mayor of the City (the "Mayor"), in their official capacities, provided that either or both of their signatures may be a facsimile. No Bond shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Bond, is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Bond Registrar or by such other person acting as an agent of the Bond Registrar as shall be approved by the Director of Finance on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Bonds.

Section 7. Payment of the Bonds. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. The principal of the Bonds shall be payable upon presentation and surrender of the Bonds at the principal office of the Bond Registrar. Each Bond shall bear interest from the later of the date thereof, or the most recent Interest Payment Date to which interest has been paid or duly provided for, unless the date of authentication of any Bond is less than 15 days prior to an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered, at the close of business on the 15th day next preceding that Interest Payment Date (the "Record Date") (unless such date falls on a non-business day, in which case the Record Date shall be the preceding business day), on the Bond Register at the address appearing therein.

Any interest on any Bond which is payable, but is not punctually paid or provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Record Date by virtue of having been such owner and such Defaulted Interest shall be paid to the registered owner in whose name the Bond is registered at the close of business on a date (the "Special Record Date") to be fixed by the Bond Registrar, such Special Record Date to be not more than 15 nor less than 10 days prior to the date of proposed payment. The Bond Registrar shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Bondholder, at such Bondholder's address as it appears in the Bond Register, not less than 10 days prior to such Special Record Date, and may, in its discretion, cause a similar notice to be published once in a newspaper in each place where Bonds are payable, but such publication shall not be a condition precedent to the establishment of such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered by the Bond Registrar upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

Section 8. Appointment of Bond Registrar. The Director of Finance is hereby authorized and directed to serve as authenticating agent, bond registrar, transfer agent, and paying agent for the Bonds (the "Bond Registrar") or to execute on behalf of the Council a Bond Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Director of Finance and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as the Bond Registrar for the Bonds. If at any time the Bond Registrar shall be unable or unwilling to serve as such, or the Director of Finance in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Director of Finance may, and is hereby authorized and directed to enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Bond Registrar hereunder. Each such successor Bond Registrar shall promptly advise all bondholders of the change in identity and new address of the Bond Registrar. So long as any of the Bonds remain outstanding, the City shall cause to be maintained and kept by the Bond Registrar, at the office of the Bond Registrar, all books and records necessary for the registration, exchange and transfer of Bonds as provided in this Section (the "Bond Register"). Subject to the provisions of hereinabove, the person in whose name any Bond shall be registered on the Bond Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Bond shall be made only to or upon the order of that person. Neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, including the interest thereon, to the extent of the amount or amounts so paid.

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

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

The City and the Bond Registrar shall not be required to transfer or exchange (i) any Bond during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Bonds, and ending at the close of business on the day of such mailing, or (ii) any Bonds selected for redemption, in whole or in part, following the date of such mailing.

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

Section 9. Book Entry System. For purposes of this Ordinance, the following terms shall have the following meanings:

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

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

All or any portion of the Bonds may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Ordinance; (i) there shall be a single Bond of each maturity, (ii) those Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners

in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City. Bond service charges on Bonds in book entry form registered in the name of a Depository or its nominee shall be payable in next day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Bonds as provided in this Ordinance.

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

The Director of Finance and the Mayor of the City are authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, the letter agreement among the City, the Bond Registrar and The Depository Trust Company, as depository, to be delivered in connection with the issuance of the Bonds to the Depository for use in a book entry system in substantially the form submitted to this Council.

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

Section 10. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Bonds are outstanding, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Bonds as and when the same falls due and to provide a fund for the repayment of the principal of the Bonds at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution; provided, however, that in each year to the extent that funds are available from other sources (or special assessments, as appropriate) and are lawfully appropriated for the payment of the Bonds, the amount of the Debt Service Levy shall be reduced by the amount of such funds so available and appropriated.

The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the interest and principal of the Bonds when and as the same falls due.

Section 11. Income Tax Pledge. The City hereby covenants, pursuant to Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Bonds in each year until full payment is made.

All special assessments collected for the improvement described in the project described in (iii) of the title and any unexpended balance remaining in the improvement fund after the costs and expenses of the improvement have been paid shall be used for the payment of debt charges on the Bonds (with respect to those Bonds issued for the improvement described in the project described in (ii) of the title of this Ordinance) until paid in full and shall be used for no other purpose. In each year to the extent income from the levy and collection of special assessments and/or proceeds of the City's municipal income tax are available and appropriated for the payment of debt charges on the Bonds, the amount of the tax shall be reduced by the amount of the income so available and appropriated.

Section 12. Sale of the Bonds. The Bonds shall be sold at private sale to The Huntington Investment Company, Cleveland, Ohio (the "Original Purchaser"), at the purchase price set forth in the Certificate of Fiscal Officer, plus interest accrued to the date of delivery of the Bonds to the Original Purchaser. The Director of Finance and the Mayor of the City, or either of them individually, are authorized and directed to execute on behalf of the City a Bond Purchase Agreement with the Original Purchaser, setting forth the conditions under which the Bonds are to be sold and delivered, which Bond Purchase Agreement shall be in such form, not inconsistent with this Ordinance, as the Director of Finance shall determine.

Any accrued interest received from the sale of the Bonds shall be transferred to the Bond Retirement Fund to be applied to the payment of the principal of and interest on the Bonds in the manner provided by law. Any premium from the sale of the Bonds shall be deposited into the fund or funds specified in the Certificate of Fiscal Officer and used for the proper purposes of such fund or funds.

Section 13. Federal Tax Law Compliance. The City hereby covenants that it shall comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Bonds is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Bonds so that the Bonds will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it shall restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are issued, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Director of Finance, or any other officer, including the Mayor, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Bonds as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Director of Finance, which action shall be in writing and signed by the Director of Finance, or any other officer, including the Mayor, on behalf of the City; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with Sections 141 through 150 of the Code and the Regulations.

The Director of Finance shall keep and maintain adequate records pertaining to investment of all proceeds of the Bonds sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Bonds which limits the amount of bond proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Director of Finance is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Bonds requires any such reports or rebates.

Section 14. Municipal Bond Insurance. The Director of Finance, or any other officer, including the Mayor, is authorized to make appropriate arrangements, if such officer deems it in the best interest of the City, for the issuance of a municipal bond insurance policy with respect to all or any portion of the Bonds, including executing and delivering a commitment therefor and certificates and other documents in connection therewith. All additional provisions required to be authorized by this Council for the issuance of a municipal bond insurance policy shall be contained in the Certificate of Fiscal Officer.

Section 15. Official Statement. The distribution of an Official Statement of the City, in preliminary and final form, relating to the original issuance of the Bonds is hereby authorized, and the Mayor and the Director of Finance are hereby authorized and directed to negotiate, prepare and execute, on behalf of the City and in their official capacity, the Official Statement and any supplements thereto as so executed in connection with the original issuance of the Bonds, and they are authorized and directed to advise the Original Purchaser in writing regarding limitations on the use of the Official Statement and any supplements thereto for purposes of marketing or reoffering the Bonds as they deem necessary or appropriate to protect the interests of the City. The Mayor, Director of Finance and the Director of Law, are each authorized to execute and deliver, on behalf of the City and in their official capacities, such certificates in connection with the accuracy of the Official Statement, in either preliminary or final form, and any supplements thereto as may, in their judgment, be necessary or appropriate.

