

THIS IS A  
VIRTUAL  
MEETING  
VIA  
WEBEX

VILLAGE OF OAKWOOD  
COUNCIL MEETING  
March 9, 2021  
7:00 p.m.  
AGENDA



Scan to view  
Agenda online

---

1. Call Meeting to Order

2. Pledge of Allegiance

3. Roll Call

Council President	Johnnie A. Warren	Mayor	Gary V. Gottschalk
Council-At-Large	Elaine Y. Gaither	Law Director	James Climer
Ward 1 Councilman	Chris C. Callender	Finance Director	Brian L. Thompson
Ward 2 Councilperson	Eloise Hardin	Service Director	Tom Haba
Ward 3 Councilperson	Melanie Sanders	Chief of Fire	Jim Schade
Ward 4 Councilperson	Patricia Rogers	Police Chief	Mark Garratt
Ward 5 Councilperson	Candace S. Williams	Building Inspector	Daniel Marinucci
		Housing Inspector	N / A
		Engineer	Ed Hren
		Recreation Director	Carlean Perez

---

4. MINUTES – Finance meeting 2-23-2021  
Council meeting 2-23-2021

5. Correspondence to Clerk

6. Departmental Reports

MAYOR - GARY GOTTSCHALK  
LAW DIRECTOR – JAMES CLIMER  
FINANCE DIRECTOR – BRIAN THOMPSON  
SERVICE DIRECTOR - TOM HABA  
ENGINEER REPORT- ED HREN

FIRE CHIEF - JIM SCHADE  
BUILDING INSPECTOR – DANIEL MARINUCCI  
HOUSING INSPECTOR – N / A  
POLICE CHIEF – MARK GARRATT  
RECREATION DIRECTOR – CARLEAN PEREZ

7. Floor Open for Comments from Village Residents on meeting agenda and comments in general *Village residents, please state your name, address and the subject you wish to discuss for the record. Please limit your comments to five (5) minutes. Thank you! Please sign-in to speak*

8. Legislation

Ord 2021-04 <i>Premier TIF</i> Introduced 1-20-2021 by Mayor & Council as a whole 1 <sup>st</sup> read 1-19-2021 2 <sup>nd</sup> read 1-21-2021 3 <sup>rd</sup> read 1-26-2021 & tabled	AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS WITHIN THE VILLAGE TO BE A PUBLIC PURPOSE, EXEMPTING THE IMPROVEMENTS TO SUCH PARCELS FROM REAL PROPERTY TAXATION FOR A PERIOD OF THIRTY YEARS, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BEDFORD CITY SCHOOL DISTRICT REGARDING SUCH EXEMPTION REQUIRING THE OWNERS OF SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES ESTABLISHING AN URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.41, 5709.42, AND 5709.43, AND DECLARING AN EMERGENCY
---	--

Ord 2021-06

*Oakwood Ctr LLC*-McBee

Introduced 1-19-2021 by

Mayor & Council as a whole

1<sup>st</sup> read 1-19-2021

2<sup>nd</sup> read 1-21-2021

3<sup>rd</sup> read 1-26-2021& Tabled

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS  
WITHIN THE VILLAGE TO BE A PUBLIC PURPOSE, EXEMPTING THE  
IMPROVEMENTS TO SUCH PARCELS FROM REAL PROPERTY TAXATION FOR  
A PERIOD OF THIRTY YEARS, AUTHORIZING THE MAYOR TO ENTER INTO  
AN AGREEMENT WITH THE BOARD OF EDUCATION OF THE BEDFORD CITY  
SCHOOL DISTRICT REGARDING SUCH EXEMPTION, REQUIRING THE  
OWNERS OF SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF  
TAXES, ESTABLISHING AN URBAN REDEVELOPMENT TAX INCREMENT  
EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS  
PURSUANT TO OHIO REVISED CODE SECTIONS 5709.41, 5709.42, AND 5709.43,  
AND DECLARING AN EMERGENCY

## 9. Adjournment

**VILLAGE OF OAKWOOD**  
**WORK SESSION**  
**AGENDA**  
**March 9, 2021**

1. Call Meeting to order
2. Discussion by Mayor and Department Heads of matters to be brought to the attention of Council if present.
3. Questions of Mayor and Department Heads concerning Legislation or potential Legislation to be considered at future Council meetings.
4. Discussion of items of draft Legislation or potential Legislation to be considered at future Council meetings.

***Legislation:***

Fiscal Officers Certificate Present

Ord 2020-WS-06 Introduced 9-08-2020 by Mayor \$165,000 Notes	AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$165,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING COSTS OF ACQUIRING REAL ESTATE FOR VILLAGE PURPOSES AND DECLARING AN EMERGENCY
Ord 2021-WS-05 Introduced 1-29-2021 by Mayor & Council as a whole <i>2021-09 Moved to WS 2-23-21</i>	AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF AN EXTERIOR HOME REPAIR ASSISTANCE PROGRAM FOR SINGLE FAMILY PROPERTIES LOCATED IN THE VILLAGE
Ord 2021-WS-06 Introduced 1-26-2021 by Mayor ( <i>Ward 4</i> ) <i>2021-10 Moved to WS 2-23-21</i>	AN ORDINANCE AMENDING ORDINANCE 2019-22 AUTHORIZING THE ESTABLISHMENT OF AN EXTERIOR HOME REPAIR ASSISTANCE PROGRAM FOR SINGLE FAMILY PROPERTIES LOCATED IN WARD 4
Res 2021-WS-09 Introduced 3-09-2021 by Mayor	A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT(S)
Res 2021-WS-10 Introduced 3-09-2021 by Mayor	A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE CUYAHOGA COUNTY SOLID WASTE DISTRICT
Res 2021-WS-11 Introduced 3-09-2021 by Mayor	A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE CUYAHOGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
Ord 2021-WS-12 Introduced 3-09-2021 by Mayor \$290,000 Project 50% grant \$145,000	AN EMERGENCY ORDINANCE ENACTED BY OAKWOOD VILLAGE, CUYAHOGA COUNTY, OHIO HEREINAFTER REFERRED TO AS THE MUNICIPALITY, IN THE MATTER OF THE HEREINAFTER DESCRIBED IMPROVEMENT AND REQUESTS THE COOPERATION OF THE COUNTY OF CUYAHOGA, OHIO, HEREINAFTER REFERRED TO AS THE COUNTY
Ord 2021-WS-13 Introduced 3-09-2021 by Mayor	AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A JOINT IMPROVEMENT AGREEMENT WITH THE VILLAGE OF GLENWILLOW, CITY OF MACEDONIA AND CITY OF TWINSBURG FOR THE RICHMOND ROAD, SHEPARD ROAD, BROADWAY AVENUE AND RAVENNA ROAD INTERSECTION IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY

Municipal Complex	Hardin
Disaster Recovery Plan	Hardin
Human Resources	Hardin
Five-Year Plan	Hardin
Employee Service Awards	(every five years)

#### Council Committee Assignments

5. Matters Deemed Appropriate

6. Adjournment



To Codified? N 1st Read 1-20-21 2nd Read 1-24-21 3rd Read 1-26-21 Under Suspension tabled 1-26-21

BY:

ORDINANCE NO. -2021- 04

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS WITHIN THE VILLAGE TO BE A PUBLIC PURPOSE, EXEMPTING THE IMPROVEMENTS TO SUCH PARCELS FROM REAL PROPERTY TAXATION FOR A PERIOD OF THIRTY YEARS; AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BEDFORD CITY SCHOOL DISTRICT REGARDING SUCH EXEMPTION, REQUIRING THE OWNERS OF SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES ESTABLISHING AN URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.41, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Oakwood (the "Village") has, pursuant to Ordinance No. \_\_-2020, acquired Permanent Parcel Number(s) 795-28-001, and pursuant to Ordinance No(s). ----- and -----, acquired title to additional parcels of real property located in the Village of Oakwood, more fully described as Permanent Parcel Nos. 795-17-032, 795-18-058, 795-18-034, 795-18-029 and; the Southerly sixty-five (65) feet of Permanent Parcel Numbers 795-18-057, 795-18-033, 795-18-032 and 795-18-031; and Permanent Parcel Numbers 795-18-030, 795-28-006, 795-28-013 and 795-28-005 (collectively, the "Property") as shown on Exhibit A hereto, all located within the Village, and has conveyed and re-conveyed title to the Property to Premier Oakwood, LLC (the "Developer"), for the purpose of urban redevelopment of the Property pursuant to the Development Agreement approved by the Oakwood Village Council in furtherance of the City's policy of urban redevelopment as evidenced by the Village of Oakwood Community Reinvestment Area Housing Survey performed by Chagrin Valley Engineering dated December 2018 which was approved by the Oakwood Village Council on or about January 19, 2019 in Ordinance No. 2019-09; and

WHEREAS, Developer has, pursuant to the Development Agreement between Village and Developer, effective \_\_\_\_\_, 2021, agreed to redevelop the Property by the construction of a commercial real estate project (the "Project"), consisting of buildings and other commercial real estate components consistent with the applicable zoning code, along with related landscaping and improvements, as further described on Exhibit B, thereby creating jobs and employment opportunities for the residents of the Village and Cuyahoga County; and

WHEREAS, certain infrastructure improvements are required in order for Developer to proceed with the development of the Property, which include grading, a public road, utilities, and other infrastructure as further described in more detail on Exhibit C attached hereto (collectively,

the "Improvements"). The Improvements include certain improvements to certain portions of the Property.

WHEREAS, Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43 authorize this Council to declare all of the Improvements (as defined in Ohio Revised Code Section 5709.41) with respect to real property which has been owned by the Village and thereafter conveyed to a private person to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of years, and to provide for the making of service payments in lieu of taxes by the owner of such parcel and to establish a urban redevelopment tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, the Village has determined that it is necessary and appropriate and in the City's best interest to provide for service payments in lieu of taxes with respect to the Property pursuant to Ohio Revised Code Section 5709.42 (the "Service Payments") to pay a portion of the costs of the redevelopment of the Property and the Improvements; and

WHEREAS, the Property is located within the boundaries of the Bedford City School District (the "School District"); and the School District has been notified of the City's intent to pass this Ordinance in accordance with Ohio Revised Code Sections 5709.41(C) and 5709.83; and

WHEREAS, the Village and the School District have agreed to enter into a Compensation Agreement substantially in the form attached hereto as Exhibit D (the "Compensation Agreement") pursuant to which the School District has waived all required notices and/or consents.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF OAKWOOD, STATE OF OHIO, that:

Section 1. This Council finds and determines that the Improvements described in Exhibit B hereto and further described in more detail in Exhibit C, to be constructed by the Developer or its designee, are declared to be a public purpose for purposes of Section 5709.41 of the Ohio Revised Code.

Section 2. The Mayor is hereby authorized to enter into the Compensation Agreement with the Bedford City School District in substantially the form attached hereto as Exhibit D, with such changes therein as are not adverse to the City, as evidenced by the Mayor's signature thereon.

Section 3. Pursuant to and in accordance with the provisions of Section 5709.41 of the Ohio Revised Code, 100% of the Improvements is hereby declared to be a public purpose for a period of thirty (30) years and exempt from taxation for a period of thirty (30) years, commencing with the effective date of this Ordinance and continuing for a period of thirty (30) years (the "TIF Exemption").

Section 4. As provided in Section 5709.42 of the Ohio Revised Code, the owner or owners of the Property are hereby required to, and shall make, semi-annual Service Payments to the Cuyahoga County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes due and payable with respect to the Improvements. In accordance with Section 5709.42 of the Ohio Revised Code The County Treasurer is hereby requested to distribute



a portion of the Service Payments directly to the School District in the amount provided for in the School Compensation Agreement. The remaining Service Payments, when distributed to the Village by the County Treasurer, shall be deposited in the Oakwood Business Park Urban Redevelopment Tax Increment Equivalent Fund (the "Fund") established in Section 5 hereof. This Council hereby authorizes the Mayor, the Director of Finance and Village Law Director, and other appropriate officers of the City, to provide such information and certifications and to execute and deliver or accept delivery of such instruments as are necessary and incidental to collection of those Service Payments, and to make such arrangements as are necessary and proper for payment of those Service Payments.

Section 5. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the Fund, into which shall be deposited all of the Service Payments distributed to the Village with respect to the Improvements, by or on behalf of the County Treasurer as provided in Section 5709.42 of the Ohio Revised Code, and hereby provides that the moneys deposited in the Fund shall be paid to the Developer to pay any or all acquisition, construction, installation or financing costs, and any or all other direct and indirect costs of the Project, or to reimburse the Developer for such costs, or retained by the Village in accordance with the Development Agreement previously approved by this Council.

The Fund shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, after which time the Fund shall be dissolved in accordance with Section 5709.43 of the Ohio Revised Code and any moneys remaining therein shall be paid to the City.

Section 6. Pursuant to Section 5709.41(E) of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen days after its passage. On or before March 31st of each year that the exemption set forth in Section 3 hereof remains in effect, the Mayor or other authorized officer of this Village shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under Section 5709.40(I) of the Ohio Revised Code.

Section 7. This Council determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed 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.

Section 8. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective so that the Village can maximize the amount of Service Payments to be received from the Property and take advantage of time-sensitive economic development opportunities beneficial to the Village and its residents; wherefore, this Ordinance shall become immediately effective upon receiving the affirmative vote of two thirds

of all members elected to Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED \_\_\_\_\_, 2021

\_\_\_\_\_  
President of Council

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk of Council

FILED WITH MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR, VILLAGE OF OAKWOOD

**EXHIBIT A  
PROPERTY**

Village of Oakwood

Permanent Parcel Numbers

The entirety of the following parcels:

795-17-032  
795-18-058  
795-18-034  
795-18-029  
795-28-001  
795-18-030  
795-28-006  
795-28-013  
795-28-005

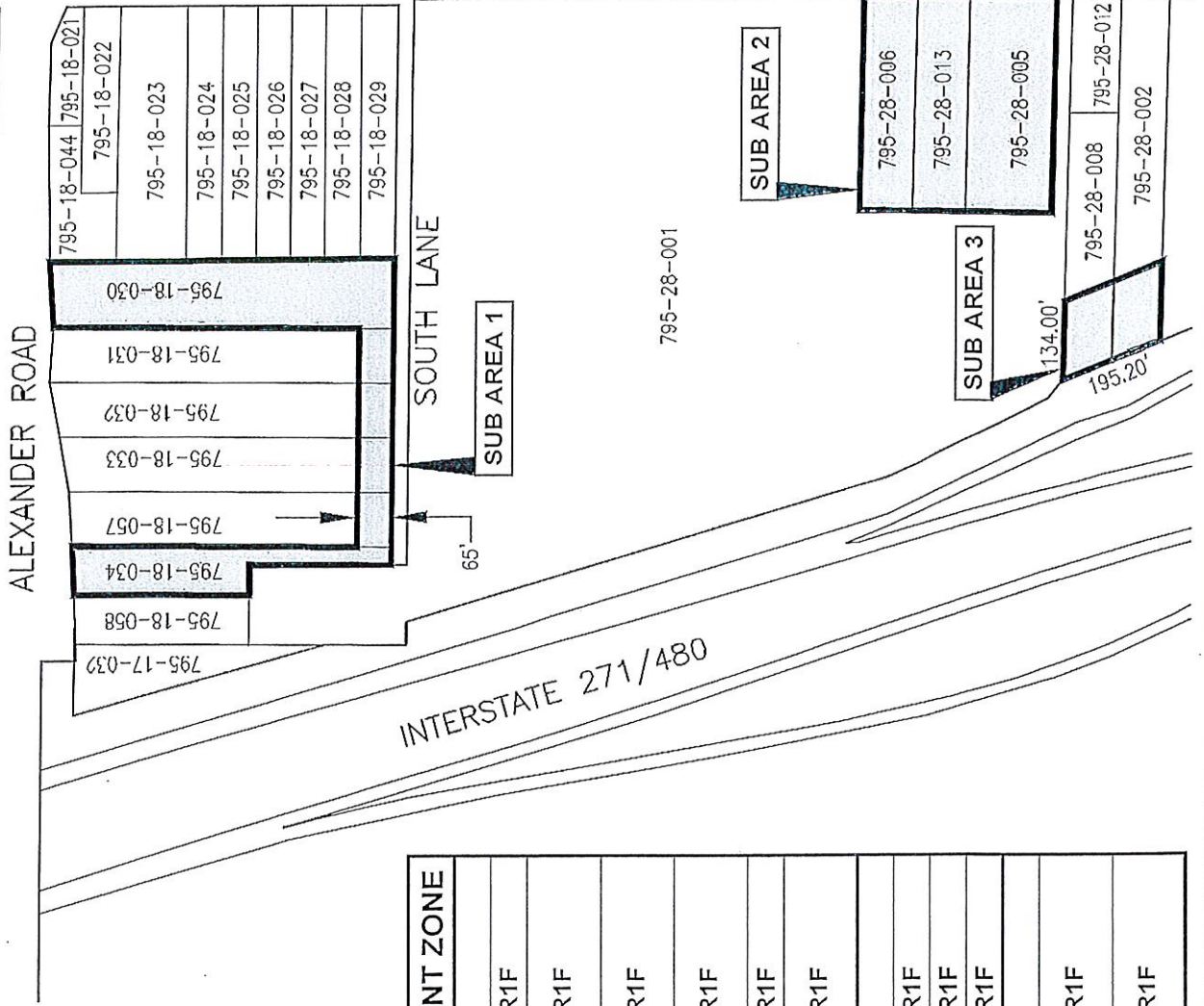
The Southerly sixty-five (65) feet of the following parcels:

795-18-057  
795-18-033  
795-18-032  
795-18-031

# EXHIBIT A

## AREAS REZONED TO LIGHT INDUSTRIAL I-1

### FROM RESIDENTIAL R1F



PARCEL NO.	PRESENT ZONE
<b>SUB AREA 1</b>	
795-18-030	R1F
795-18-031 South 65 Feet	R1F
795-18-032 South 65 Feet	R1F
795-18-033 South 65 Feet	R1F
795-18-034	R1F
795-18-057 South 65 Feet	R1F
<b>SUB AREA 2</b>	
795-28-005	R1F
795-28-006	R1F
795-28-013	R1F
<b>SUB AREA 3</b>	
795-28-002 West 134 Feet	R1F
795-28-008 West 134 Feet	R1F

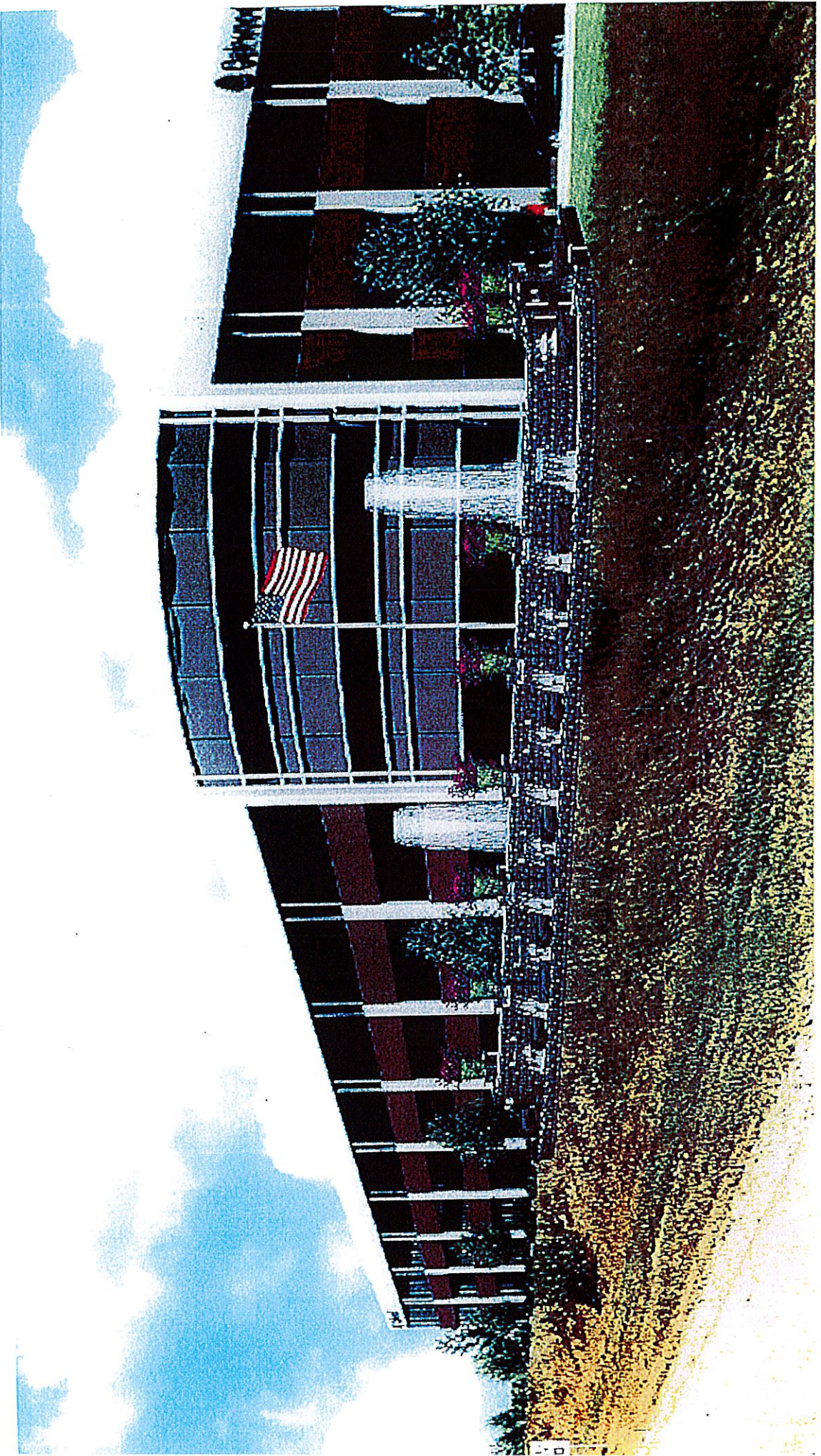


## EXHIBIT B

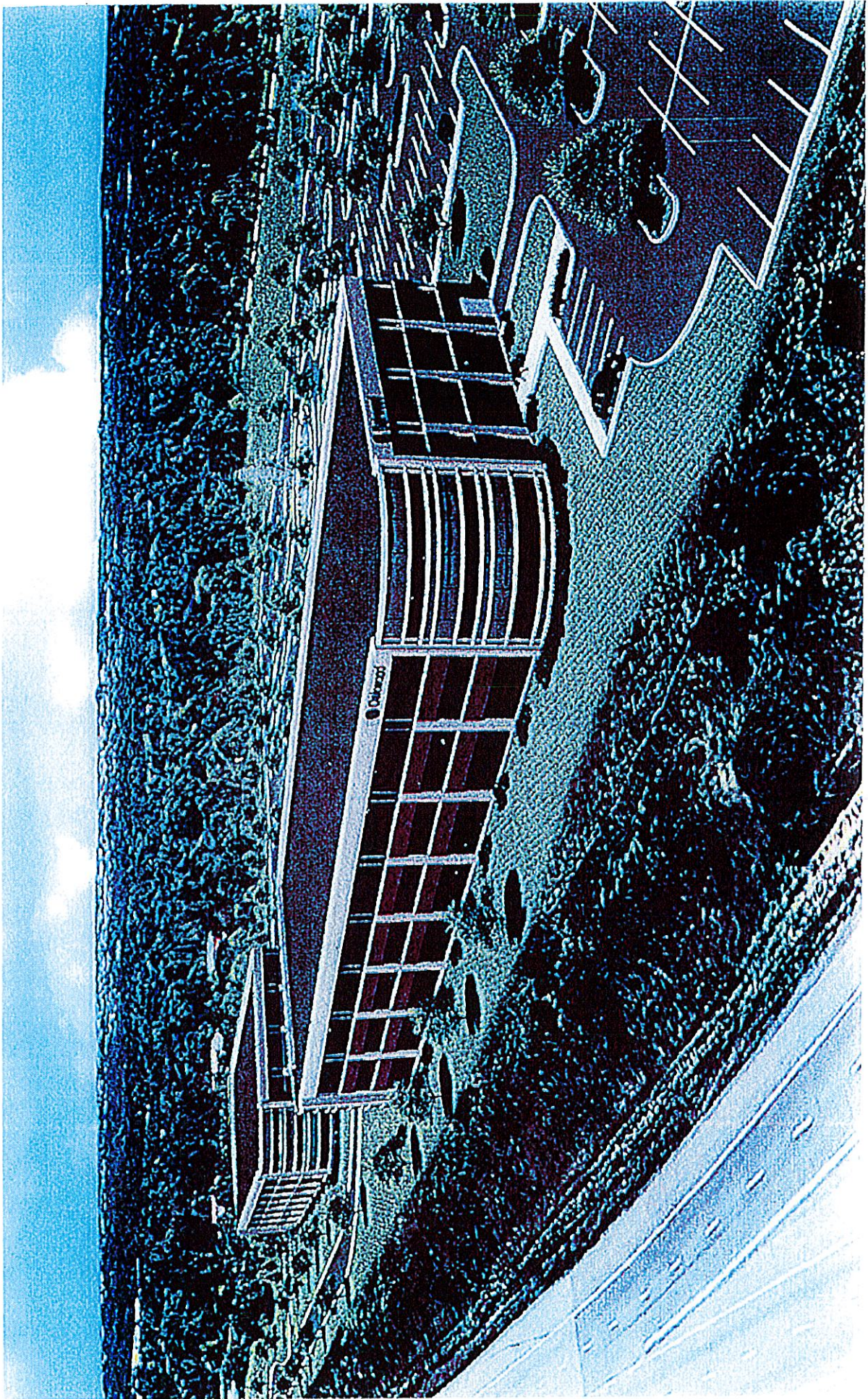
### Description of the Project

As provided for in the Development Agreement, improvements on the Project Site, to consist initially of a light manufacturing facility of 250,000 square feet ("Phase 1") to be expandable to 400,000 square feet ("Phase 1 Prime"), a second phase ("Phase 2") to consist of a second commercial building of approximately 100,000 square feet and a third phase ("Phase 3") to consist of a third commercial building of approximately 100,000 square feet.











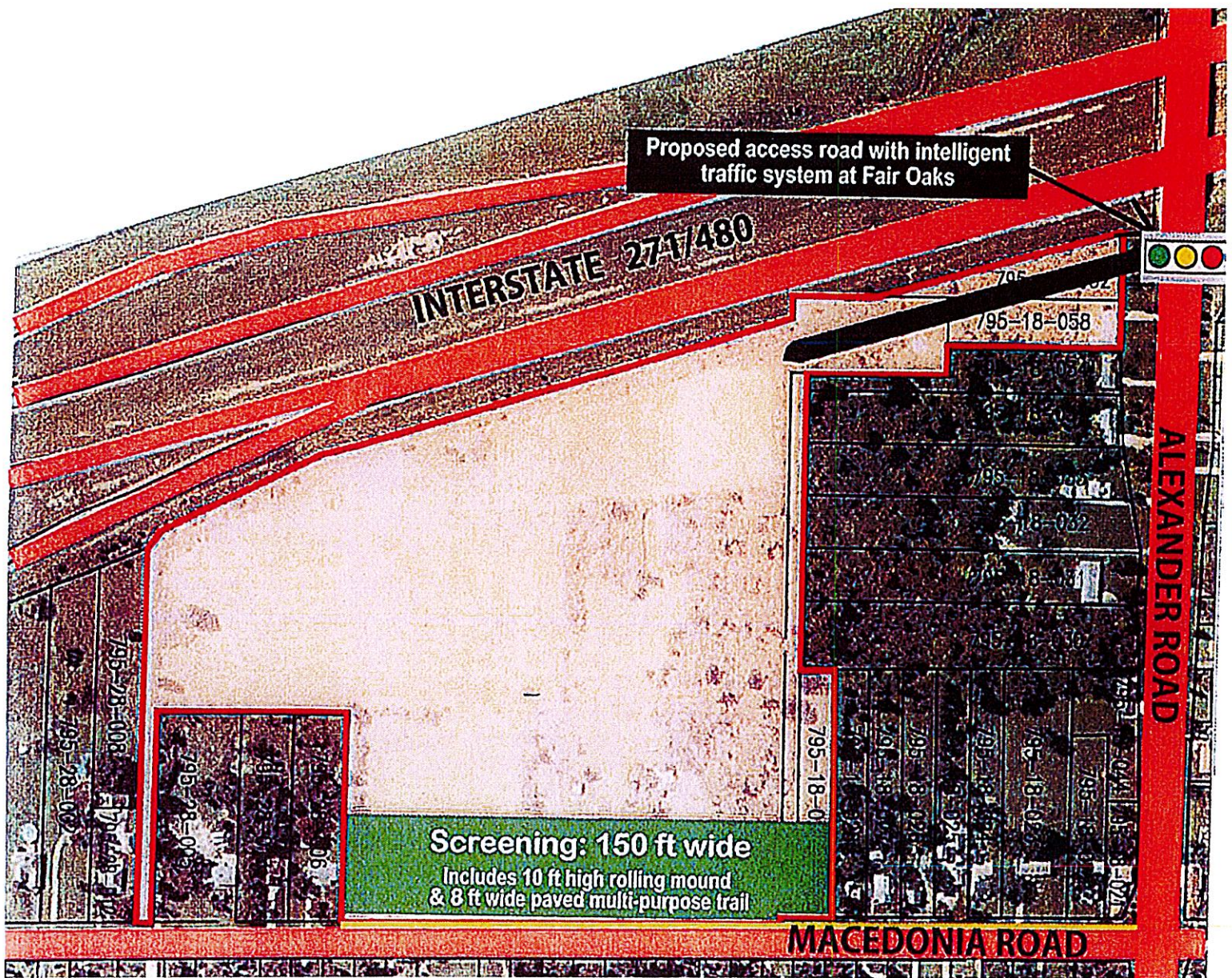
## EXHIBIT C

### Improvements

The Project shall include but not be limited to:

- The provision of utilities and utility connections to the Project Site including but not limited to storm water drainage, sanitary sewerage and water facilities along with all trenching and conduits for public utilities;
- Street and intersection improvements, bridges, pedestrian bridges, off-street public parking facilities;
- Construction of an access road onto the Project Site (680 feet long by 28 feet wide) including a right turn only lane onto Alexander Rd.;
- Reconstruction of the Alexander Rd/Fair Oaks Rd. intersection at the entrance to the Project Site along with signalization for said intersection;
- The purchase of property adjoining Rte 271 on Alexander Rd. as well as two homes including demolition for the above-referenced main access road;
- The acquisition of land or interests therein including but not limited to the purchase of undeveloped property along Alexander Rd. to be used as temporary access onto the Project Site to facilitate construction in late 2020 until the main access road is complete. (Includes the purchase of land, temporary fencing and re-beautification of the property when this alternative access is no longer needed);
- Screening/landscaping of the access road route;
- Dredging, grading, demolition draining, paving, resurfacing, sidewalks, curbs, landscaping, fire hydrants, street lighting and traffic control devices with respect to the foregoing;
- Environmental remediation including but not limited to wetlands mitigation of the area;
- Designing and landscaping of a 10 foot high/100 foot wide/800 foot long curvilinear, undulating mound along Macedonia Rd. with lawn and irrigation to screen the view of the Project buildings from the residents who live on Macedonia Rd.;
- The maintenance of landscaping;
- The purchase of rezoned property consisting of the rear 65 feet of four homes on Alexander Rd. including the removal of vegetation and landscaping of new rear yard boundary;
- The purchase and demolition of three homes on south Macedonia Rd. as well as other properties potentially adding to the Project Site;
- The extension of mounding for areas added to the Project Site, including those mentioned immediately above, to be compatible with the design and purpose of the original mounding and landscaping of same;
- Construction of an 8 foot wide asphalt all-purpose trail along the Project Site adjacent to Macedonia Rd. extending to Alexander (approximately 900 feet long);
- Payments to the Board of Education of the Bedford City School District and Oakwood Village for agreeing to development incentives.





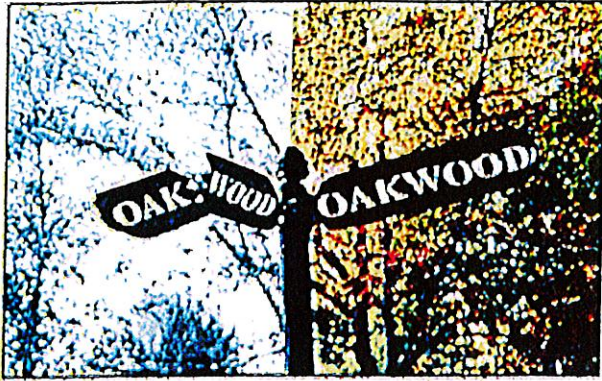
### *Supplemental Costs to Premier Development*

\$ 230,000	Realignment of Alexander Rd/ Fair Oaks Intersection & Signalization to Handle Daily 900 More Cars
850,000	Construction of Access Road to Project Site (680' x 28')
580,000	Purchase Property for Main Access Road
310,000	Cost of Property & Construction of Temporary One-Lane Access to Project Site for Spring 2021 Start Up
400,000	Mounding/Landscaping with Irrigation System to Screen Project from Macedonia Rd Residents
300,000	Wetlands Mitigation
120,000	Landscaping Maintenance (Labor/Materials) for 5 Years
590,000	Purchase of 3 Homes on South Macedonia Rd for Parking Spaces
75,000	Purchase Backyards of 4 Homes on Alexander Rd for Parking Spaces
130,000	8' Wide All Purpose Trail on Macedonia Rd.

**\$ 3,600,000**

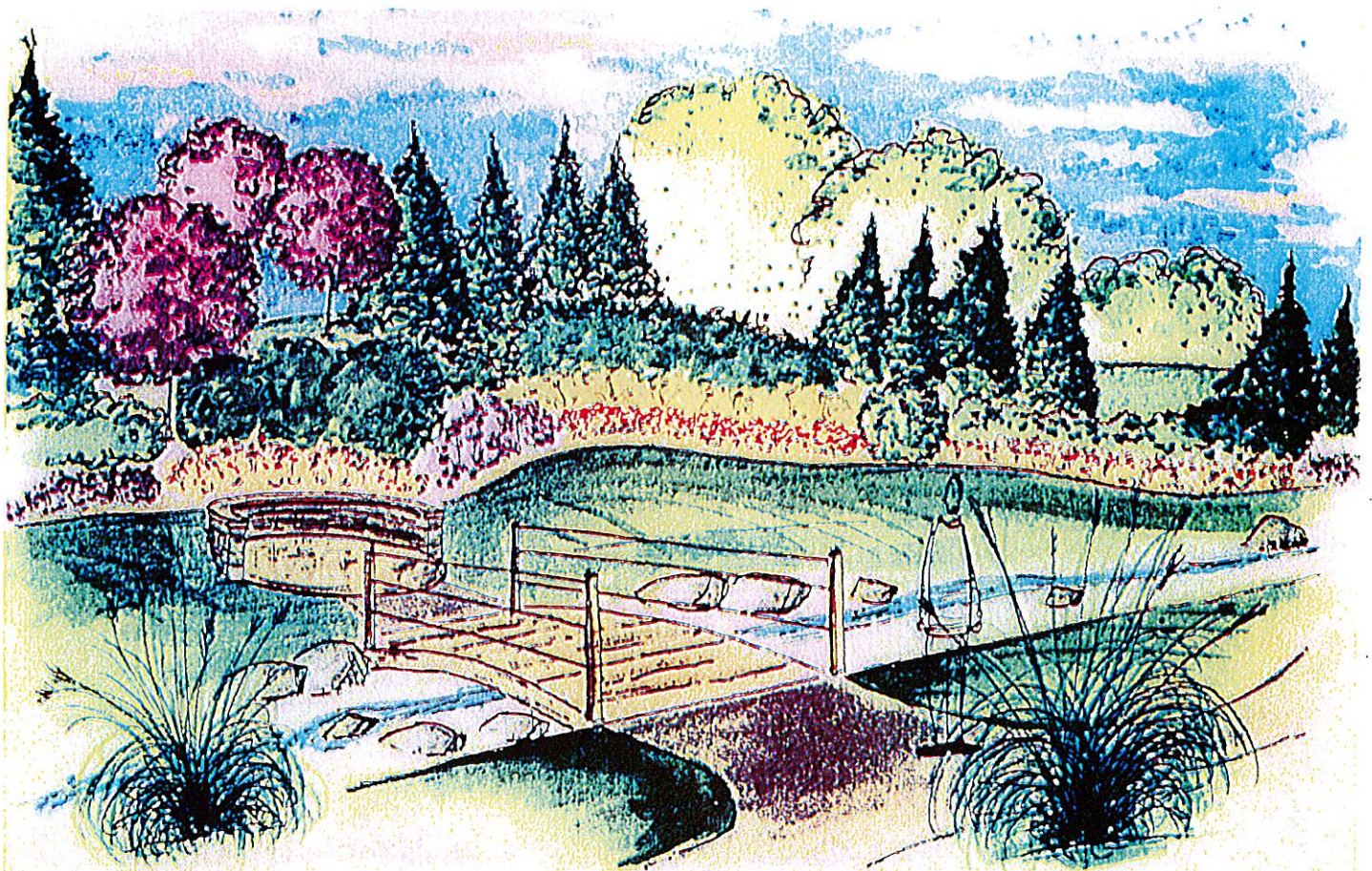


The Village of Oakwood is at a  
**CROSSROADS**



KNOW WHAT IS AT STAKE!

VOTE YES	
ISSUES	<b>54</b> &52, 53
ITS ABOUT OUR FINANCIAL VIABILITY, SAFETY, STREETS & SERVICES <i>Protect our quality of life !</i>	



**BY PASSING ISSUE 54**, this picturesque setting along the project site on Macedonia Road in Ward 4 will totally screen the future view of the two office buildings far away on the other side of this 10 foot high rolling mound. You will not find anything like this picture postcard landscaping beautifying a residential street anywhere in Ohio and it will all be paid for, including the maintenance, by the developer.







**Exhibit D**

**School Compensation Agreement**

## EXHIBIT D

### COMPENSATION AGREEMENT

This Compensation Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_, 2020, by and between the VILLAGE OF OAKWOOD, OHIO (the "Village"), a municipal corporation organized and existing under the constitution, its Charter, and the laws of the State of Ohio with its principal offices at Oakwood Village Hall, 24800 Broadway, Oakwood Village, Ohio 44146, and the BOARD OF EDUCATION OF THE BEDFORD CITY SCHOOL DISTRICT (the "School District"), a public school district with its principal offices located at 475 Northfield Road, Bedford, OH 44146.

#### WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code Section 5709.41, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), the Village may, among other things, (i) declare the increase in assessed value of real property located in the Village to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) provide for the making of service payments in lieu of taxes by the owners of such real property; and (iii) provide for compensation payments to the affected school districts out of such service payments in lieu of taxes; and

WHEREAS, the Village proposes to establish a tax increment financing district with respect to certain property located at or near the intersection of Alexander and Macedonia Roads in the Village, as more fully described in Exhibit A attached hereto (the "Premier Property") including future additions to or extensions of the Premier Property, to exempt from real property taxation the Premier Property pursuant to Section 5709.41 of the Ohio Revised Code (the "TIF Statute") and to require the owners of parcels included in the Premier Property (collectively, "Owners"), to make Service Payments In Lieu of Taxes ("Service Payments") and to use such Service Payments to pay a portion of the cost of certain private and public infrastructure improvements; and

WHEREAS, the Village proposes to enact Ordinance No. \_\_\_\_\_ (the "TIF Ordinance") on or after December \_\_, 2020, and therein (a) declare to be a public purpose the improvement to the Premier Property and authorize the execution of a Development Agreement (the "Development Agreement") between the Village and Premier Oakwood, LLC, as the Owner of the Premier Property, providing for, among other things, the exemption of the increase in value of the Premier Property subsequent to the passage of the TIF Ordinance (each improvement having the meaning as set forth in the TIF Act and collectively referred to herein as the "Improvements") relating to the Premier Property consistent with the objectives stated in the TIF Ordinance and the payment of Service Payments with respect to such Improvements, and (b) authorize the execution of this Agreement; and

WHEREAS, the Village and the School District will derive substantial and significant benefits from the Improvements; and

WHEREAS, on \_\_\_\_\_, 2020, and prior to the passage of the TIF Ordinance, the Board of the School District adopted a resolution granting its approval of this Agreement and the exemption of the real property taxes on the Improvements as provided in the TIF Ordinance and waived any further requirements of the TIF Act and Sections 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the Village execute and deliver this Agreement; and

WHEREAS, the TIF Ordinance provides for a 30-year, 100% exemption from real property taxes with respect to the Improvements on the Premier Property (the "TIF Exemption") and for the payment of Service Payments; and

WHEREAS, to facilitate the construction of certain public and private improvements to the Premier Property and to compensate the School District for a portion of the real property taxes that the School District would have received had the Premier Property been improved and not been exempted from taxation, the Village and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the Village and the School District and will improve the health, safety and welfare of the citizens of the Village and the School District;

NOW THEREFORE, in consideration of the premises and covenants contained in this Agreement, the parties agree as follows:

Section 1. School District Approval and Agreement. In consideration of the compensation to be provided to it under this Agreement, the School District hereby approves the TIF Exemption in the amount of up to 100% for up to 30 years, as provided for in the TIF Ordinance, and waives any payment of income tax revenues derived from new employees at the Premier Property as provided in Section 5709.82 of the Ohio Revised Code.

Section 2. Compensation Payments to School District.

(a) The parties agree that, as consideration for the School District's agreement in Section 1 above:

(i) commencing with the first collection year in which Service Payments are received by the Cuyahoga County Treasurer (the "Treasurer") with respect to any portion of the Premier Property, and ending with the fifteenth collection year in which Service Payments are received by the Treasurer with respect to that portion of the Premier Property, the School District shall not receive any portion of the real property taxes that would have been distributed to the School District but for the TIF Exemption. For avoidance of doubt, the Premier Property will be improved by different phases of building such that improvements will be added to the tax duplicate in differing years.

(ii) commencing with the sixteenth collection year in which Service Payments are received by the Treasurer with respect to that particular portion of the Premier Property, and ending with the collection year in which the TIF Exemption ends, the Village shall cause the Treasurer to pay semi-annually to the School District, but solely from Service Payments received by the Treasurer, an amount



equal to 100% of the amounts, if any, the School District would have received but for the TIF Exemption. In addition, the Village shall cause the Developer to pay to the School District the amount of Forty Thousand Dollars (\$40,000) annually in each of the years 2024 through and including 2038.

(b) The payments specified in subsection (ii) shall be made only to the extent that the Treasurer actually receives Service Payments in an amount equal to the real property taxes that the School District would have received, but for the TIF Exemption. Amounts to be received by the School District in accordance with subsection (ii) of this Section 2 are collectively referred to herein as “TIF Revenue Payments.” In the event that in any year the amount of Service Payments actually received by the Treasurer are not equal to the TIF Revenue Payments to be received under this Section 2, such amounts shall be carried forward and will be payable from amounts received in future years after reimbursement of the School District for the applicable percentage of taxes that the School District would have received in such future year. In the event that the valuation of the Premier Property is challenged by an Owner or by the School District and the result of such challenge is an increase or decrease in the assessed valuation of such parcel which increase or decrease is finally determined, either through all appeals or after expiration of any appeal period, in a later collection year, the TIF Revenue Payments due to the School District in the year of such final determination and thereafter shall be increased or decreased to reflect such increased or decreased valuation.

Section 3. Timing of Payments. The Treasurer shall distribute the TIF Revenue Payments to the School District in accordance with law. The payments due under Section 2(a)(ii) shall be paid to the School District not later than January 31 of each collection year that the TIF Exemption is in effect, commencing with the calendar year in which the first Service Payments are distributed by the Treasurer. The records of the Village relating to the amount of any TIF Revenue Payment or other payment shall be made available to the School District for audit annually by the treasurer of the School District or by an independent auditor of the School District’s choice and at its sole expense.

Section 4. Sharing of Information. The Village agrees to cooperate to share information with the School District as to its receipt of Service Payments upon request of the School District, subject to any restrictions imposed by law, and shall provide the School District with a copy of information it sends to the State to comply with annual reporting requirements in connection with the exemption under the TIF Ordinance.

Section 5. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement.

Section 6. Entire Agreement, Waiver of Notice. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The School District hereby waives any notice requirements set forth in the TIF Act or in Sections 5709.82, 5709.83 and 5715.27(D)

of the Ohio Revised Code with respect to the TIF Exemption and waives any defects or irregularities relating to the TIF Exemption.

Section 7. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the address set forth in the first paragraph of this Agreement, to the attention of the Mayor or the Superintendent, as applicable. Either party may change its address for receiving notices and reports by giving written notice of such change to the other party.

Section 8. Severability of Provisions. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

*Remainder of Page Intentionally Left Blank*

*Signature Page Follows*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered on the date set forth above.

VILLAGE OF OAKWOOD, OHIO

BOARD OF EDUCATION OF THE  
BEDFORD CITY SCHOOL DISTRICT

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
Treasurer

By: \_\_\_\_\_  
President of the Board of Education

Approved as to legal form:

\_\_\_\_\_  
Law Director

**SECTION 5705.41**  
**CERTIFICATE OF AVAILABILITY OF FUNDS**

The undersigned, Director of Finance of the Village of Oakwood, Ohio (the "Village"), hereby certifies in connection with the Compensation Agreement between the Village and the Bedford City School District, dated \_\_\_\_\_, 2020, that:

The amount required to meet the contract, obligation, or expenditure for the attached, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Director of Finance

Dated: \_\_\_\_\_, 2020



To Codified? W 1st Read 1/21/21 2nd Read 1/21/21 3rd Read 1/26/21 Under Suspension 4/6/21

ORDINANCE NO. -2021-06

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS WITHIN THE VILLAGE TO BE A PUBLIC PURPOSE, EXEMPTING THE IMPROVEMENTS TO SUCH PARCELS FROM REAL PROPERTY TAXATION FOR A PERIOD OF THIRTY YEARS, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BOARD OF EDUCATION OF THE BEDFORD CITY SCHOOL DISTRICT REGARDING SUCH EXEMPTION, REQUIRING THE OWNERS OF SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING AN URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.41, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Oakwood (the "Village") has acquired title to certain parcels of real property located in the Village, more fully described as Permanent Parcel Nos. 795-50-014, 795-50-013, 795-49-010, 795-15-048, 795-50-012, 795-50-011, 795-49-005, 759-49-006 and 795-49-007 (collectively referred to as the "Property"), as shown on Exhibit "A" attached hereto and incorporated herein, for the purpose of urban redevelopment of the Property pursuant to a Development Agreement approved by the Oakwood Village Council in furtherance of the City's policy of urban redevelopment as evidenced by the Village of Oakwood Community Reinvestment Area Housing Survey performed by Chagrin Valley Engineering and dated December 2018 which was approved by the Oakwood Village Council on or about January 19, 2019 in Ordinance No. 2019-09; and

WHEREAS, Interstate-McBee, LLC (the "Owner") is interested in redevelopment of the Property by the construction of a commercial real estate project consisting of buildings and other commercial real estate components consistent with the applicable zoning code, along with related landscaping and improvements, as further described in Exhibit "B" attached hereto and incorporated herein, thereby creating jobs and employment opportunities for the residents of the Village and Cuyahoga County; and

WHEREAS, certain public infrastructure improvements are required in order for Owner to proceed with the development of the Property, which include infrastructure described in more detail on Exhibit "C" attached hereto and incorporated herein (collectively, the "Improvements") which Improvements include improvements to certain portions of the Property; and

WHEREAS, Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43 authorize this Council to declare all of the Improvements (as defined in Ohio Revised Code Section 5709.41)

with respect to real property which has been owned by the Village and thereafter conveyed to a private person to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of years and to provide for the making of service payments in lieu of taxes by the owner of such parcel and to establish an urban redevelopment tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, the Village has determined that it is necessary and appropriate and in the Village's best interest to provide for service payments in lieu of taxes with respect to the Property pursuant to Ohio Revised Code Section 5709.42 (the "Service Payments") to pay a portion of the costs of the redevelopment of the Property and the Improvements; and

WHEREAS, the Property is located within the boundaries of the Bedford City School District (the "School District"); and the School District has been notified of the City's intent to pass this Ordinance in accordance with Ohio Revised Code Sections 5709.41(C) and 5709.83; and

WHEREAS, the Village and the School District have agreed to enter into a Compensation Agreement substantially in the form attached hereto and incorporated herein as Exhibit "D" (the "Compensation Agreement");

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF OAKWOOD, STATE OF OHIO, that:

Section 1. This Council finds and determines that the Improvements described in Exhibits "B" and "C", to be constructed by the Owner or its designee, are declared to be a public purpose for purposes of Section 5709.41 of the Ohio Revised Code.

Section 2. The Mayor is hereby authorized to enter into the Compensation Agreement with the Board of Education of the School District in substantially the form attached hereto and incorporated herein as Exhibit "D", with such changes therein as are not adverse to the Village, as evidenced by the Mayor's signature thereon.

Section 3. Pursuant to and in accordance with the provisions of Section 5709.41 of the Ohio Revised Code, 100% of the Improvements are hereby declared to be a public purpose for a period of thirty (30) years and exempt from taxation for a period of thirty (30) years, commencing with the effective date of this Ordinance and continuing for a period of thirty (30) years (the "TIF Exemption").

Section 4. As provided in Section 5709.42 of the Ohio Revised Code, the owner or owners of the Property are hereby required to and shall make semi-annual Service Payments to the Cuyahoga County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes due and payable with respect to the Improvements. In accordance with Section 5709.42 of the Ohio Revised Code, the County Treasurer is hereby requested to distribute a portion of the Service Payments directly to the School District in the amount provided for in the Compensation Agreement. The remaining Service Payments, when distributed to the Village by the County Treasurer, shall be deposited in the Interstate-McBee Urban Redevelopment Tax Increment Equivalent Fund (the "Fund") established in Section 5



hereof. This Council hereby authorizes the Mayor, the Director of Finance and the Village Law Director and other appropriate officers of the City to provide such information and certifications and to execute and deliver or accept delivery of such instruments as are necessary and incidental to collection of those Service Payments and to make such arrangements as are necessary and proper for payment of those Service Payments.

Section 5. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the Fund, into which shall be deposited all of the Service Payments distributed to the Village with respect to the Improvements, by or on behalf of the County Treasurer as provided in Section 5709.42 of the Ohio Revised Code, and hereby provides that the moneys deposited in the Fund shall be paid to the Owner to pay any or all acquisition, construction, installation or financing costs, and any or all other direct and indirect costs of the Project, or to reimburse the Owner for such costs, or retained by the Village in accordance with the Development Agreement previously approved by this Council. The Fund shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, after which time the Fund shall be dissolved in accordance with Section 5709.43 of the Ohio Revised Code and any moneys remaining therein shall be paid to the Village.

Section 6. Pursuant to Section 5709.41(E) of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio (the "Director") within fifteen days after its passage. On or before March 31st of each year that the exemption set forth in Section 3 hereof remains in effect, the Mayor or other authorized officer of this Village shall prepare and submit to the Director the status report required under Section 5709.40(I) of the Ohio Revised Code.

Section 7. This Council determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed 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.

Section 8. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the Village, and for the further reason that this Ordinance is required to be immediately effective so that the Village can maximize the amount of Service Payments to be received from the Property and pursue economic development opportunities benefitting the Village and its residents for which time is of the essence; wherefore, this Ordinance shall become immediately effective upon receiving the affirmative vote of two thirds of all members elected to Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED \_\_\_\_\_, 2021

\_\_\_\_\_  
President of Council

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk of Council

FILED WITH MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR, VILLAGE OF OAKWOOD



**EXHIBIT A  
PROPERTY**

Village of Oakwood

Permanent Parcel Numbers

The entirety of the following parcels:

795-50-014  
795-50-013  
795-49-010  
795-15-048  
795-50-012  
795-50-011  
795-49-005  
795-49-006  
795-49-007

## EXHIBIT B

### Description of the Project

The Owner is proposing to build a series of two (2) buildings, the first being a 200,000 square foot office/warehouse facility (expandable to 300,000 square feet) and the second a 100,000 square foot manufacturing facility both of which are to be located off Oak Leaf Road on property known as Permanent Parcel Nos., 795-50-014, 795-50-013, 795-49-010, 795-15-048; 795-50-012, 795-50-011, 795-49-0005, 795-49-006 and 795-49-007 within the Village's Community Reinvestment Area No. 1.

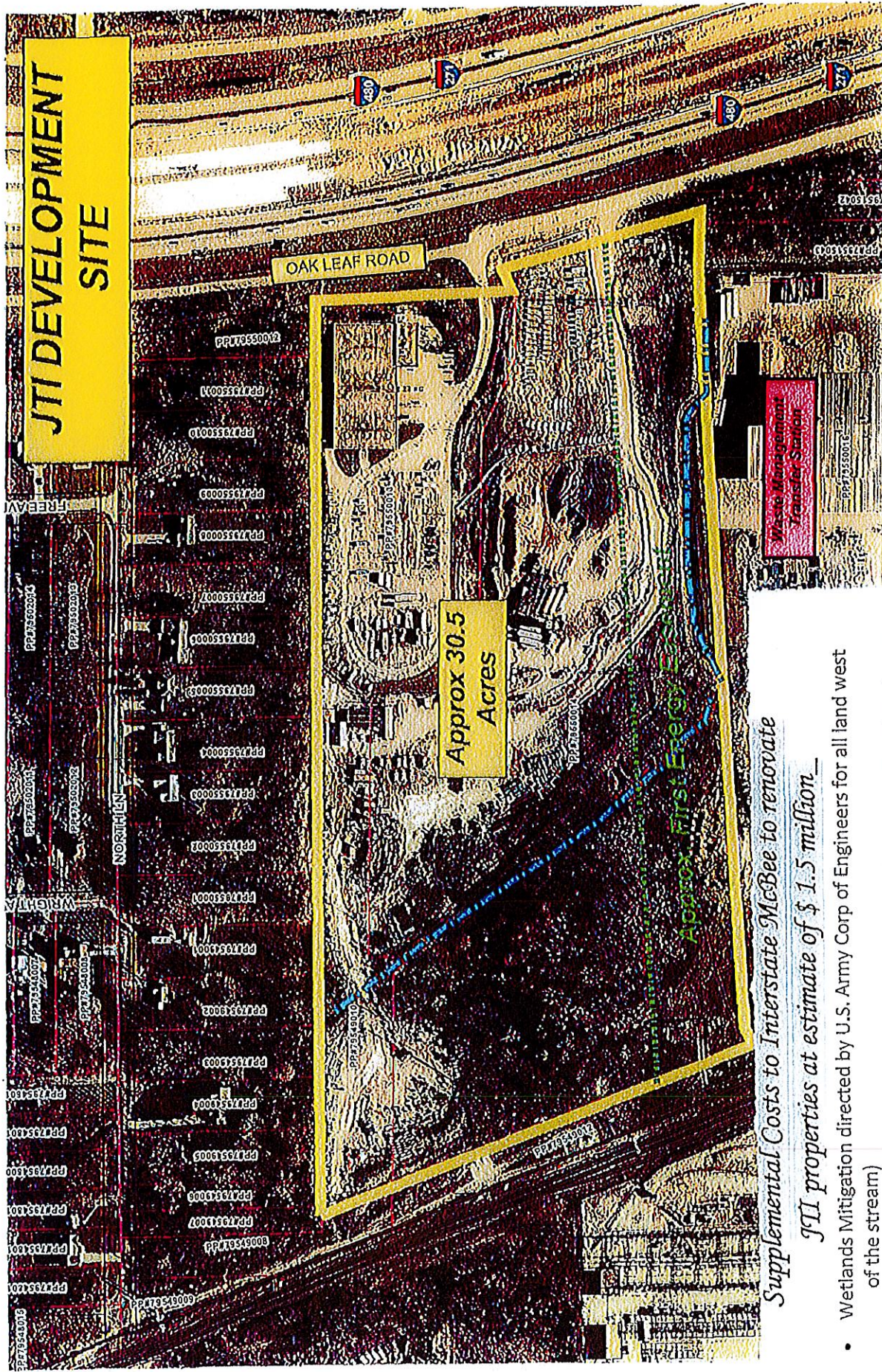
## EXHIBIT C

### Improvements

The Project shall include but not be limited to:

- Construction of the buildings upon the Project Site, replacement thereof and repairs thereto;
- The provision of utilities and utility connections to the Project Site including but not limited to storm water drainage/detention/retention improvements and measures, sanitary sewerage, water mains and connections, fire hydrants, gas, telecommunications and all trenching and conduits for public utilities;
- Environmental remediation including but not limited to wetlands mitigation for the Project Site;
- Relocation of a stream running through the Project Site which has been determined by the Army Corps of Engineers to be a regulated waterway;
- Stabilization of the subsoil for building pads and other purposes which geotechnical evaluations have determined to be unstable due to previous fill activities;
- Land acquisition including, but not limited to, the possible purchase of two rezoned properties on North Lane including screening and beautification;
- Demolition, abatement and other rehabilitation expenses related to existing buildings and structures;
- Construction of an access road onto the Project Site from Oak Leaf Road as well as screening and beautification of same;
- Mounding, screening and landscaping of the adjacent Waste Management facility which periodically emits noxious odors and is unsightly;
- Screening of all adjacent properties not otherwise mentioned;
- The maintenance of all screening and landscaping;
- Permitting and other fees and costs;
- Reconstruction of Fair Oaks Road and Oak Leaf Road to be constructed and paid for by the Village;
- Financing and other carrying costs associated with the Project;
- Professional services and other soft costs associated with the Project including, but not limited to, engineering, legal and consulting services;
- Professional services associated with the establishment and administration of tax increment financing (TIF) arrangements;
- Payments in Lieu of Taxes (PILOTS) and similar arrangements with the Board of Education of the Bedford City School District and/or other public entities associated with the TIF or otherwise;
- Payments to the Board of Education of the Bedford City School District and Oakwood Village for agreeing to development incentives.





### *Supplemental Costs to Interstate McBee to renovate*

*JTI properties at estimate of \$ 1.5 million\_*

- Wetlands Mitigation directed by U.S. Army Corp of Engineers for all land west of the stream)
- Relocation of stream deemed "regulated waterway" by Army Corp of Engineers
- Stabilization of "unstable subsoil due to previous fill activities from a geotech study
- Mounding & landscaping to screen Waste Management Transfer Station facility
- Avoid construction around First Energy high power lines



Exhibit D  
Compensation Agreement

## EXHIBIT D

### COMPENSATION AGREEMENT

This Compensation Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_, 2021, by and between the VILLAGE OF OAKWOOD, OHIO (the "Village"), a municipal corporation organized and existing under the constitution, its Charter, and the laws of the State of Ohio with its principal offices at Oakwood Village Hall, 24800 Broadway, Oakwood Village, Ohio 44146, and the BOARD OF EDUCATION OF THE BEDFORD CITY SCHOOL DISTRICT (the "School District"), a public school district with its principal offices located at 475 Northfield Road, Bedford, OH 44146.

#### WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code Section 5709.41, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), the Village may, among other things, (i) declare the increase in assessed value of real property located in the Village to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) provide for the making of service payments in lieu of taxes by the owners of such real property; and (iii) provide for compensation payments to the affected school districts out of such service payments in lieu of taxes; and

WHEREAS, the Village proposes to establish a tax increment financing district with respect to certain property located on or near Oak Leaf Road in the Village, as more fully described in Exhibit "A" attached hereto and incorporated herein (the "Interstate-McBee Property") including future additions to or extensions of the Interstate-McBee Property, to exempt from real property taxation the Interstate-McBee Property pursuant to Section 5709.41 of the Ohio Revised Code (the "TIF Statute") and to require the owners of parcels included in the Interstate-McBee Property (collectively, "Owners"), to make Service Payments In Lieu of Taxes ("Service Payments") and to use such Service Payments to pay a portion of the cost of certain private and public infrastructure improvements; and

WHEREAS, the Village proposes to enact Ordinance No. \_\_\_\_\_ (the "TIF Ordinance") on or after \_\_\_\_\_, 2021, and therein (a) declare to be a public purpose the improvement to the Interstate-McBee Property and authorize the execution of certain agreements between the Village and Interstate-McBee, LLC, as the Owner of the Interstate-McBee Property, providing for, among other things, the exemption of the increase in value of the Interstate-McBee Property subsequent to the passage of the TIF Ordinance (each improvement having the meaning as set forth in the TIF Act and collectively referred to herein as the "Improvements") relating to the Interstate-McBee Property consistent with the objectives stated in the TIF Ordinance and the payment of Service Payments with respect to such Improvements, and (b) authorize the execution of this Agreement; and

WHEREAS, the Village and the School District will derive substantial and significant benefits from the Improvements; and

WHEREAS, on \_\_\_\_\_, 2021, and prior to the passage of the TIF Ordinance, the Board of the School District adopted a resolution granting its approval of this Agreement and the exemption of the real property taxes on the Improvements as provided in the TIF Ordinance and waived any further requirements of the TIF Act and Sections 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the Village execute and deliver this Agreement; and

WHEREAS, the TIF Ordinance provides for a 30-year, 100% exemption from real property taxes with respect to the Improvements on the Interstate-McBee Property (the "TIF Exemption") and for the payment of service payments in lieu of taxes with respect to such Improvements ("Service Payments"); and

WHEREAS, to facilitate the construction of certain public and private improvements to the Interstate-McBee Property and to compensate the School District for a portion of the real property taxes that the School District would have received had the Interstate-McBee Property been improved and not been exempted from taxation, the Village and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the Village and the School District and will improve the health, safety and welfare of the citizens of the Village and the School District;

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

Section 1. School District Approval and Agreement. In consideration of the compensation to be provided to it under this Agreement, the School District hereby approves the TIF Exemption in the amount of up to 100% for up to 30 years, as provided for in the TIF Ordinance, and waives any payment of income tax revenues derived from new employees at the Interstate-McBee Property as provided in Section 5709.82 of the Ohio Revised Code.

Section 2. Compensation Payments to School District.

(a) The parties agree that, as consideration for the School District's agreement in Section 1,

(i) commencing with the first (1<sup>st</sup>) collection year in which Service Payments are received by the Cuyahoga County Treasurer (the "Treasurer") with respect to the Interstate-McBee Property, and ending with the tenth (10<sup>th</sup>) collection year in which Service Payments are received by the Treasurer with respect to the Interstate-McBee Property, the Village shall cause the Treasurer to pay semi-annually to the School District, but solely from Service Payments received by the Treasurer, an amount equal to forty percent (40%) of the real property taxes that would have been distributed to the School District but for the TIF Exemption.

(ii) commencing with the eleventh (11<sup>th</sup>) collection year in which Service Payments are received by the Treasurer with respect to the Interstate-McBee Property, and ending with the fifteenth (15<sup>th</sup>) collection year in which Service Payments are received by the Treasurer with respect to the Interstate-



McBee Property, the Village shall cause the Treasurer to pay semi-annually to the School District, but solely from Service Payments received by the Treasurer, an amount equal to ten percent (10%) of the real property taxes that would have been distributed to the School District but for the TIF Exemption.

(iii) Commencing with the sixteenth (16<sup>th</sup>) collection year in which Service Payments are received by the Treasurer with respect to the Interstate-McBee Property and continuing until the TIF Exemption ends, the Village shall cause the Treasurer to pay semi-annually to the School District, but solely from Service Payments received by the Treasurer, an amount equal to one hundred percent (100%) of the amounts, if any, the School District would have received but for the TIF Exemption.

(b) The payments specified in subsection (a) shall be made only to the extent that the Treasurer actually receives Service Payments in an amount equal to the real property taxes that the School District would have received, but for the TIF Exemption. Amounts received by the School District in accordance with subsection (a) of this Section 2 are collectively referred to herein as "TIF Revenue Payments." In the event that in any year the amount of Service Payments actually received by the Treasurer are not equal to the TIF Revenue Payments to be received under this Section 2, such amounts shall be carried forward and will be payable from amounts received in future years after reimbursement of the School District for the applicable percentage of taxes that the School District would have received in such future year. In the event that the valuation of the Interstate-McBee Property is challenged by an Owner or by the School District and the result of such challenge is an increase or decrease in the assessed valuation of such parcel which increase or decrease is finally determined, either through all appeals or after expiration of any appeal period, in a later collection year, the TIF Revenue Payments due to the School District in the year of such final determination and thereafter shall be increased or decreased to reflect such increased or decreased valuation.

Section 3. Additional Payments. In addition, the Village shall cause Interstate-McBee to pay to the School District Twelve thousand and 00/100 Dollars (\$12,000.00) per year commencing in the second year in which Interstate-McBee receives tax abatements as provided herein and continuing thereafter for a total of fifteen (15) years of payments.

Section 4. Timing of Payments. The Treasurer shall distribute the TIF Revenue Payments to the School District in accordance with law. The payments due under Section 2(a) shall be paid to the School District not later than January 31 of each collection year that the TIF Exemption is in effect, commencing with the calendar year in which the first Service Payments are distributed by the Treasurer. The records of the Village relating to the amount of any TIF Revenue Payment or other payment shall be made available to the School District for audit annually by the treasurer of the School District or by an independent auditor of the School District's choice and at its sole expense.



Section 5. Sharing of Information. The Village agrees to cooperate to share information with the School District as to its receipt of Service Payments upon request of the School District, subject to any restrictions imposed by law and shall provide the School District with a copy of information it sends to the State to comply with annual reporting requirements in connection with the exemption under the TIF Ordinance.

Section 6. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement.

Section 7. Entire Agreement, Waiver of Notice. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The School District hereby waives any notice requirements set forth in the TIF Act or in Sections 5709.82, 5709.83 and 5715.27(D) of the Ohio Revised Code with respect to the TIF Exemption and waives any defects or irregularities relating to the TIF Exemption.

Section 8. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the address set forth in the first paragraph of this Agreement, to the attention of the Mayor or the Superintendent, as applicable. Either party may change its address for receiving notices and reports by giving written notice of such change to the other party.

Section 9. Severability of Provisions. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

*Remainder of Page Intentionally Left Blank*

*Signature Page Follows*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered on the date set forth above.

VILLAGE OF OAKWOOD, OHIO

BOARD OF EDUCATION OF THE  
BEDFORD CITY SCHOOL DISTRICT

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
Treasurer

By: \_\_\_\_\_  
President of the Board of Education

Approved as to legal form:

\_\_\_\_\_  
Law Director

**SECTION 5705.41**  
**CERTIFICATE OF AVAILABILITY OF FUNDS**

The undersigned, Director of Finance of the Village of Oakwood, Ohio (the "Village"), hereby certifies in connection with the Compensation Agreement between the Village and the Bedford City School District, dated \_\_\_\_\_, 202\_, that:

The amount required to meet the contract, obligation, or expenditure for the attached, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Director of Finance

Dated: \_\_\_\_\_, 202\_



**FISCAL OFFICER'S CERTIFICATE**

TO THE COUNCIL OF THE VILLAGE OF OAKWOOD, OHIO:

As fiscal officer of the Village of Oakwood, Ohio, I certify in connection with your proposed issue of not to exceed \$165,000 of notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), for the purpose of paying costs of acquiring real estate for Village purposes (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 30 years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is 240 months from their date of issuance.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Director of Finance  
Village of Oakwood, Ohio

ORDINANCE NO. 2020-WS-06

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$165,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF ACQUIRING REAL ESTATE FOR VILLAGE PURPOSES AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Director of Finance, as fiscal officer of the Village, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 30 years and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds described in Section 1 is 240 months from their date of issuance;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Oakwood, Cuyahoga County, Ohio, that:

**Section 1.** Authorized Principal Amount of Anticipated Bonds; Purpose. It is necessary to issue bonds of the Village in an aggregate principal amount not to exceed \$165,000 (the Bonds) for the purpose of paying costs of acquiring real estate for Village purposes.

**Section 2.** Estimated Bond Terms. The Bonds shall be dated approximately September 1, 2021, shall bear interest at the now estimated rate of 5% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 30 principal installments on August 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be February 1, 2022, and the first principal payment of the Bonds is estimated to be August 1, 2023.

**Section 3.** Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$165,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 5% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity or at any date of earlier prepayment as provided for in Section 4 and until the principal amount is paid or payment is provided for, subject to the paragraph immediately below. The aggregate principal amount of and rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.



If requested by the Original Purchaser (as defined in Section 6) and if the Director of Finance has determined it to be in the best interests of and financially advantageous to the Village to participate in the Treasurer of State's Ohio Market Access Program (as described in Section 6(c)), the Notes may provide that, in the event that the Village does not pay or make provision for payment at maturity of the debt charges on the Notes, the principal amount of the Notes shall bear interest at a different rate not to exceed the After Maturity Rate (as defined in the Standby Note Purchase Agreement defined and provided for in Section 6(c)) from the maturity date until the Village pays or makes provision to pay that principal amount.

**Section 4. Payment of Debt Charges; Paying Agent; Prepayment.** The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America, as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the Village's paying agent, at the designated corporate trust office of U.S. Bank National Association or at the designated corporate trust office or other office of a bank or trust company designated by the Director of Finance, after determining that the payment at that bank or trust company will not endanger the funds or securities of the Village and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (the Paying Agent). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the Village at any time prior to maturity (the Prepayment Date) as provided in this Ordinance. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The Village's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice, interest on the principal amount prepaid shall cease to accrue on the Prepayment Date. The Director of Finance may request the Original Purchaser to use its best efforts to arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

**Section 5. Execution of Notes; Book Entry System.** The Notes shall be signed by the Mayor and the Director of Finance, in the name of the Village and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be



transferred only through a book entry, and (ii) a single physical Note certificate is issued by the Village and payable only to a Depository or its nominee, with such Notes deposited and maintained in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the Village is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and deposited and maintained in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the Village.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of Village action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the Village.

#### **Section 6.    Award and Sale of the Notes.**

(a)    To the Original Purchaser. The Notes shall be sold at not less than par plus accrued interest to the original purchaser designated by the Director of Finance in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance. The Director



of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other Village officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement, placement agent agreement, term sheet and other commitments, documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the Village, to combine the issue of Notes with one or more other note issues of the Village into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

(b) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

(c) Ohio Market Access Program. If the Director of Finance determines in the Certificate of Award for it to be in the best interest of and financially advantageous to the Village, the Village shall participate in the Treasurer of State's Ohio Market Access Program.

The Standby Note Purchase Agreement (Standby Note Purchase Agreement) and Paying Agent Agreement (Paying Agent Agreement) are hereby authorized in the forms presented to this Council with such changes not materially adverse to the Village as may be approved by the officers of the Village executing the Standby Note Purchase Agreement and Paying Agent Agreement. The Village acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the Village is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the Village, the Treasurer of State agrees (A) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (B) to purchase renewal notes of the Village in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at the Renewal Note Rate (as defined in the Standby Note Purchase Agreement), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the Village shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the Village, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes, within the ten-mill limitation imposed by law, on all property subject to ad valorem taxes levied by the Village and (ii) interest on the renewal notes is excluded from gross



income for federal income tax purposes under Section 103 of the Internal Revenue Code, as amended, to the same extent that interest on the Notes is so excluded.

The officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for the Standby Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of the Standby Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer of State at stated maturity.

**Section 7.** Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

**Section 8.** Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

**Section 9.** Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the Village, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is 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 those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year, to the extent money from the municipal income tax is available for the payment of the debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the covenant hereinafter set forth. To the extent necessary, the debt charges on the Notes and Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Village's Charter; and the Village hereby covenants, subject and pursuant to such authority, including particularly Sections 133.05(B)(7) and 5705.51(A)(5) and (D) of the Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the Village to the prompt payment of the debt charges on the Notes.

**Section 10.** Federal Tax Considerations. The Village covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as



may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The Village further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the Village having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation of the Notes as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the Village with respect to the Notes as the Village is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the Village, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the Village, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the Village regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. .

**Section 11.** Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a copy of the signed Certificate of Award to the Cuyahoga County Fiscal Officer.

**Section 12.** Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the Village or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the Village have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith



and credit and general property taxing power (as described in Section 9) of the Village are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

**Section 13. Retention of Bond Counsel.** The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the Village in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the Village or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director of Finance is authorized to provide for the payment of those fees and any reimbursements from the proceeds of the Notes to the extent available and otherwise is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

**Section 14. Retention of Municipal Advisor.** The services of MAS Financial Advisory Services LLC, as municipal advisor, be and are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the Village in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the Village or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Director of Finance is authorized to provide for the payment of those fees and any reimbursements from the proceeds of the Notes to the extent available and otherwise is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

**Section 15. Compliance with Open Meeting Requirements.** This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or of any of its committees, and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

**Section 16. Captions and Headings.** The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

**Section 17. Declaration of Emergency; Effective Date.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village, and for the further reason that this Ordinance is required to be immediately effective so that the Notes can be sold and issued at an early date to make their proceeds available to enable the Village to enter into a contract for the acquisition of the improvement, which is required for Village purposes and needed to better protect the health and safety of Village residents; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Passed: \_\_\_\_\_

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Presented to the Mayor:

Approved:

\_\_\_\_\_  
Mayor

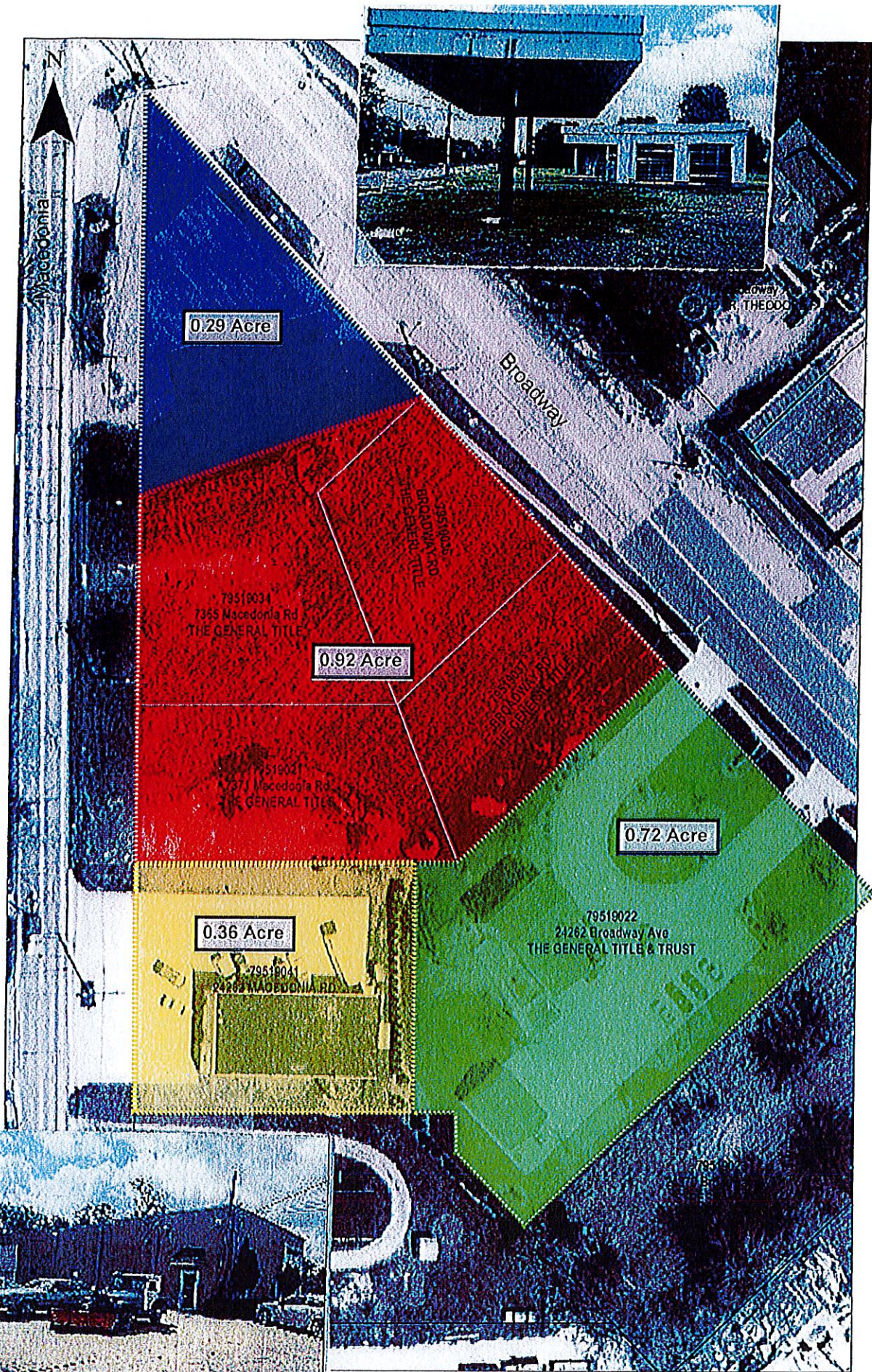
#### **CLERK'S CERTIFICATE**

I, the undersigned Clerk of Council of the Village of Oakwood, County of Cuyahoga, Ohio, do hereby certify that the foregoing Ordinance No. 2020-\_\_\_\_\_ was (i) duly and regularly passed by this Council at a meeting held on \_\_\_\_\_, 2020, and (ii) duly posted on \_\_\_\_\_, 2020, and will remain so posted for a period of 15 days thereafter in the Council Chambers and in not less than five of the most public places in the municipality, as determined by the Council of said Village.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Clerk of Council  
Village of Oakwood, Ohio







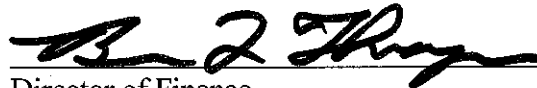
**FISCAL OFFICER'S CERTIFICATE**

TO THE COUNCIL OF THE VILLAGE OF OAKWOOD, OHIO:

As fiscal officer of the Village of Oakwood, Ohio, I certify in connection with your proposed issue of not to exceed \$165,000 of notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), for the purpose of paying costs of acquiring real estate for Village purposes (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 30 years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is 240 months from their date of issuance.

Dated: 9 3, 2020

  
\_\_\_\_\_  
Director of Finance  
Village of Oakwood, Ohio



ORDINANCE NO. 2020-WS-06

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$165,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF ACQUIRING REAL ESTATE FOR VILLAGE PURPOSES AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Director of Finance, as fiscal officer of the Village, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 30 years and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds described in Section 1 is 240 months from their date of issuance;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Oakwood, Cuyahoga County, Ohio, that:

**Section 1.** Authorized Principal Amount of Anticipated Bonds; Purpose. It is necessary to issue bonds of the Village in an aggregate principal amount not to exceed \$165,000 (the Bonds) for the purpose of paying costs of acquiring real estate for Village purposes.

**Section 2.** Estimated Bond Terms. The Bonds shall be dated approximately September 1, 2021, shall bear interest at the now estimated rate of 5% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 30 principal installments on August 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be February 1, 2022, and the first principal payment of the Bonds is estimated to be August 1, 2023.

**Section 3.** Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$165,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 5% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity or at any date of earlier prepayment as provided for in Section 4 and until the principal amount is paid or payment is provided for, subject to the paragraph immediately below. The aggregate principal amount of and rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

If requested by the Original Purchaser (as defined in Section 6) and if the Director of Finance has determined it to be in the best interests of and financially advantageous to the Village to participate in the Treasurer of State's Ohio Market Access Program (as described in Section 6(c)), the Notes may provide that, in the event that the Village does not pay or make provision for payment at maturity of the debt charges on the Notes, the principal amount of the Notes shall bear interest at a different rate not to exceed the After Maturity Rate (as defined in the Standby Note Purchase Agreement defined and provided for in Section 6(c)) from the maturity date until the Village pays or makes provision to pay that principal amount.

**Section 4. Payment of Debt Charges; Paying Agent; Prepayment.** The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America, as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the Village's paying agent, at the designated corporate trust office of U.S. Bank National Association or at the designated corporate trust office or other office of a bank or trust company designated by the Director of Finance, after determining that the payment at that bank or trust company will not endanger the funds or securities of the Village and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (the Paying Agent). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the Village at any time prior to maturity (the Prepayment Date) as provided in this Ordinance. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The Village's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice, interest on the principal amount prepaid shall cease to accrue on the Prepayment Date. The Director of Finance may request the Original Purchaser to use its best efforts to arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

**Section 5. Execution of Notes; Book Entry System.** The Notes shall be signed by the Mayor and the Director of Finance, in the name of the Village and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be



transferred only through a book entry, and (ii) a single physical Note certificate is issued by the Village and payable only to a Depository or its nominee, with such Notes deposited and maintained in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the Village is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and deposited and maintained in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the Village.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of Village action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the Village.

#### **Section 6. Award and Sale of the Notes.**

(a) To the Original Purchaser. The Notes shall be sold at not less than par plus accrued interest to the original purchaser designated by the Director of Finance in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance. The Director

of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other Village officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement, placement agent agreement, term sheet and other commitments, documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the Village, to combine the issue of Notes with one or more other note issues of the Village into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

(b) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

(c) Ohio Market Access Program. If the Director of Finance determines in the Certificate of Award for it to be in the best interest of and financially advantageous to the Village, the Village shall participate in the Treasurer of State's Ohio Market Access Program.

The Standby Note Purchase Agreement (Standby Note Purchase Agreement) and Paying Agent Agreement (Paying Agent Agreement) are hereby authorized in the forms presented to this Council with such changes not materially adverse to the Village as may be approved by the officers of the Village executing the Standby Note Purchase Agreement and Paying Agent Agreement. The Village acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the Village is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the Village, the Treasurer of State agrees (A) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (B) to purchase renewal notes of the Village in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at the Renewal Note Rate (as defined in the Standby Note Purchase Agreement), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the Village shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the Village, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes, within the ten-mill limitation imposed by law, on all property subject to ad valorem taxes levied by the Village and (ii) interest on the renewal notes is excluded from gross



income for federal income tax purposes under Section 103 of the Internal Revenue Code, as amended, to the same extent that interest on the Notes is so excluded.

The officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for the Standby Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of the Standby Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer of State at stated maturity.

**Section 7. Application of Note Proceeds.** The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

**Section 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds.** The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

**Section 9. Provisions for Tax Levy.** During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the Village, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is 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 those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year, to the extent money from the municipal income tax is available for the payment of the debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the covenant hereinafter set forth. To the extent necessary, the debt charges on the Notes and Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Village's Charter; and the Village hereby covenants, subject and pursuant to such authority, including particularly Sections 133.05(B)(7) and 5705.51(A)(5) and (D) of the Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the Village to the prompt payment of the debt charges on the Notes.

**Section 10. Federal Tax Considerations.** The Village covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as

may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The Village further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the Village having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation of the Notes as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the Village with respect to the Notes as the Village is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the Village, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the Village, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the Village regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. .

**Section 11. Certification and Delivery of Ordinance and Certificate of Award.** The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a copy of the signed Certificate of Award to the Cuyahoga County Fiscal Officer.

**Section 12. Satisfaction of Conditions for Note Issuance.** This Council determines that all acts and conditions necessary to be done or performed by the Village or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the Village have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith



and credit and general property taxing power (as described in Section 9) of the Village are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

**Section 13. Retention of Bond Counsel.** The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the Village in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the Village or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director of Finance is authorized to provide for the payment of those fees and any reimbursements from the proceeds of the Notes to the extent available and otherwise is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

**Section 14. Retention of Municipal Advisor.** The services of MAS Financial Advisory Services LLC, as municipal advisor, be and are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the Village in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the Village or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Director of Finance is authorized to provide for the payment of those fees and any reimbursements from the proceeds of the Notes to the extent available and otherwise is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

**Section 15. Compliance with Open Meeting Requirements.** This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or of any of its committees, and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

**Section 16. Captions and Headings.** The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

**Section 17. Declaration of Emergency; Effective Date.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village, and for the further reason that this Ordinance is required to be immediately effective so that the Notes can be sold and issued at an early date to make their proceeds available to enable the Village to enter into a contract for the acquisition of the improvement, which is required for Village purposes and needed to better protect the health and safety of Village residents; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Passed: \_\_\_\_\_

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Presented to the Mayor:

Approved:

\_\_\_\_\_  
Mayor

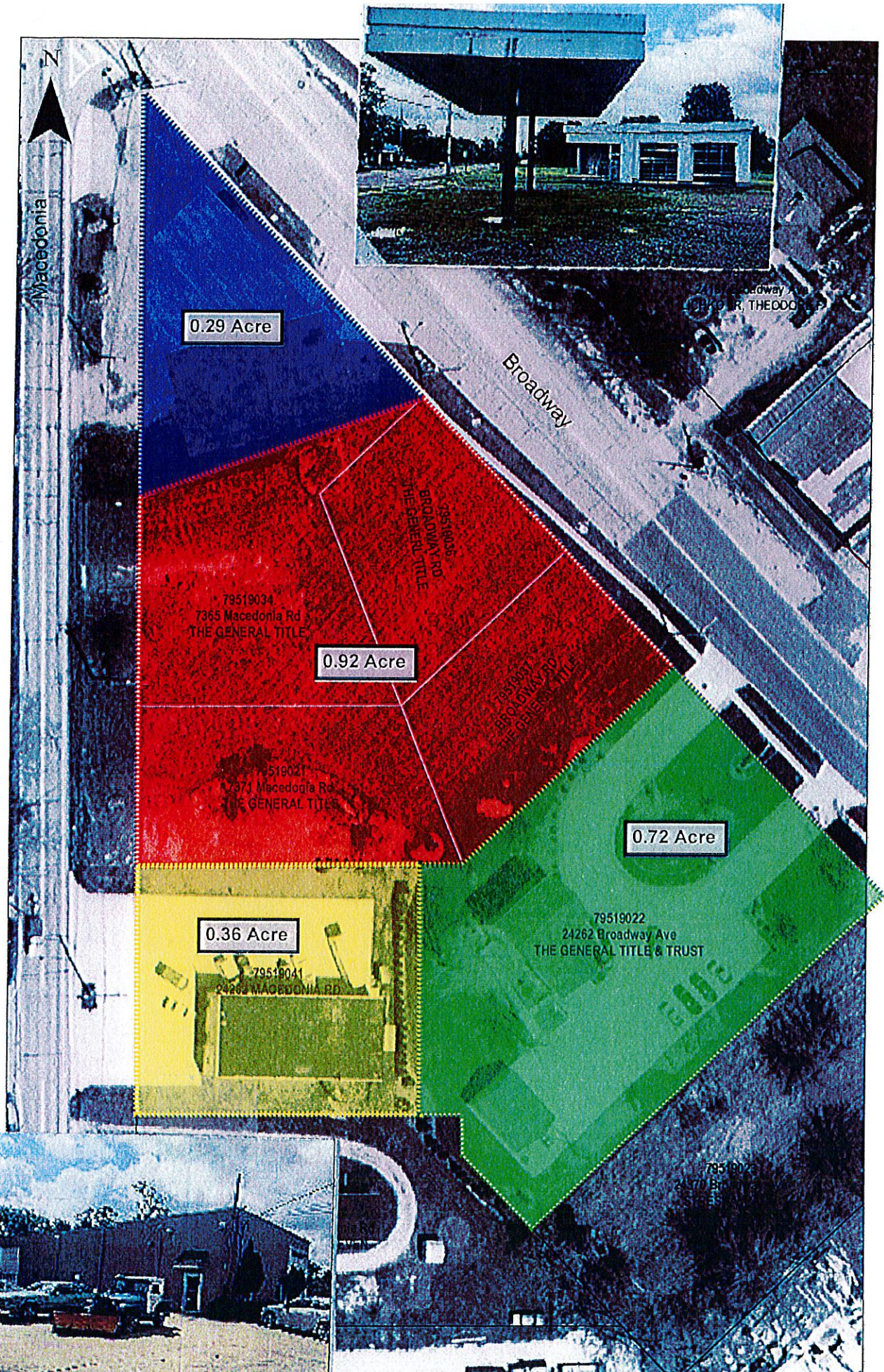
#### **CLERK'S CERTIFICATE**

I, the undersigned Clerk of Council of the Village of Oakwood, County of Cuyahoga, Ohio, do hereby certify that the foregoing Ordinance No. 2020-\_\_\_\_\_ was (i) duly and regularly passed by this Council at a meeting held on \_\_\_\_\_, 2020, and (ii) duly posted on \_\_\_\_\_, 2020, and will remain so posted for a period of 15 days thereafter in the Council Chambers and in not less than five of the most public places in the municipality, as determined by the Council of said Village.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Clerk of Council  
Village of Oakwood, Ohio







ORDINANCE NO. 2021-WS-05

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF AN EXTERIOR HOME REPAIR ASSISTANCE PROGRAM FOR SINGLE FAMILY PROPERTIES LOCATED IN THE VILLAGE.**

**WHEREAS**, it is the finding of the Mayor and Council, based upon a variety of information and factors including a Housing Study performed by Chagrin Valley Engineering dated December 2018 and significant economic development planned for the Village, that it would be beneficial to the residents of the Village to provide incentives and assistance to owners of single family housing units within the Village in performing exterior repairs and maintenance to their properties; and,

**WHEREAS**, the Village has successfully implemented an Exterior Home Repair Assistance Program in Ordinance No. 2019-22 for residents of Ward 4;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

SECTION 1: The Mayor and Council hereby authorize the establishment of the Oakwood Exterior Home Repair Program (hereinafter "the Program") for the years 2024 through and including 2028 to be administered by the Mayor or his authorized designee.

SECTION 2: Participants eligible for the Program shall be owners of single family residences located in all Wards of the Village other than Ward 4 who shall submit applications on forms developed by the Administrator for reimbursement of 75 % of qualifying expenses for exterior upgrades or repairs up to a total reimbursement of \$3,000.00 (75% of total project costs of \$4,000.00) for owner-occupied properties. Participation shall be limited to a total yearly expenditure of \$80,000.00 for the years 2024 through 2026 and \$150,000.00 per year for the years 2027 through 2031 for a total expenditure of \$990,000.00.

SECTION 3: The foregoing funds shall be apportioned between the Wards according to a formula in which the total number of single-family structures in each Ward is the numerator and total number of single family structures in the Village excluding Ward 4 (957) is the denominator as follows:

Ward 1:	$258/957 = 26.96 = 27\%$
Ward 2:	$333/957 = 34.80 = 35\%$
Ward 3:	$213/957 = 22.26 = 23\%$
Ward 5:	$128/957 = 13.38 = 15\%$

SECTION 4: All applications and expenditures shall be subject to approval by Council. Further criteria are set forth in Exhibit "A" attached hereto.



SECTION 5: Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 2 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the Village. The Director of Finance is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 2 hereof and is further directed to issue vouchers of the Village in the amounts and for the purposes expressed in Section 2 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 6: This ordinance shall take effect at the earliest time allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Johnnie A Warren, President of Council

\_\_\_\_\_  
Deborah L. Hladky, Clerk of Council

Presented to the  
Mayor \_\_\_\_\_

Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Gary V. Gottschalk

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2021 - was duly and regularly passed by this Council at the meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

## **POSTING CERTIFICATE**

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2021 - was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and will remain posted for a period of fifteen (15) days thereafter as provided by the Village Charter.

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

DATED: \_\_\_\_\_



## **OAKWOOD EXTERIOR HOME REPAIR PROGRAM**

### **Purpose**

To maintain and improve the physical condition and aesthetics of single family properties located in the Village thereby benefitting the entire Village.

### **Program Summary**

- Participants eligible for the program shall be owners of single-family residences in the Village with the exception of Ward 4 which has already benefitted from an exterior home repair program approved in Ordinance No. 2019-22. Owners shall submit applications on forms developed by the Program Administrator.
- Participants may be eligible for reimbursement of 75 % of qualifying expenses for exterior upgrades or repairs up to a total reimbursement of \$3,000.00 (75% of total project costs of \$4,000.00) for owner-occupied properties.
- Participation shall be limited to a total yearly expenditure of \$80,000.00 for the years 2024 through 2026 and \$150,000.00 per year for the years 2027 through 2031.
- The funds shall be apportioned among the Wards according to the number of single-family structures in the Ward compared to the total number of single family structures in the Village excluding Ward 4 which equates to the following:

Ward 1:  $258/957 = 27\%$

Ward 2:  $333/957 = 35\%$

Ward 3:  $213/957 = 23\%$

Ward 5:  $128/957 = 15\%$

- Eligibility is limited to one (1) award per address during the term of the program.
- All work must be performed by qualified contractors who are licensed, bonded, insured and registered with the Village of Oakwood.
- Any applications not acted upon by Council because authorized funding has been committed for the year will be carried over to the following year unless withdrawn by the applicant.
- All applications and expenditures shall be subject to approval by Council.

### **Eligible Repairs and Improvements**

Eligible projects may include exterior improvements such as roof repairs, siding replacement, siding repairs and/or painting, window replacements, installation or repair of driveways, new shutters, gutters and downspouts, pruning or removal of nuisance trees, etc. Improvements must comply with all applicable planning, zoning, building and other code regulations including all inspections and payment of any associated permit fees.

**Reimbursement**

Property owners are eligible for reimbursements as outlined above after submitting an application to the Program Administrator or his designee, an inspection of the improvements by the Chief Building Official or his designee, proof that all contractors and suppliers have been paid in full for services and materials provided for the project and Council approval.

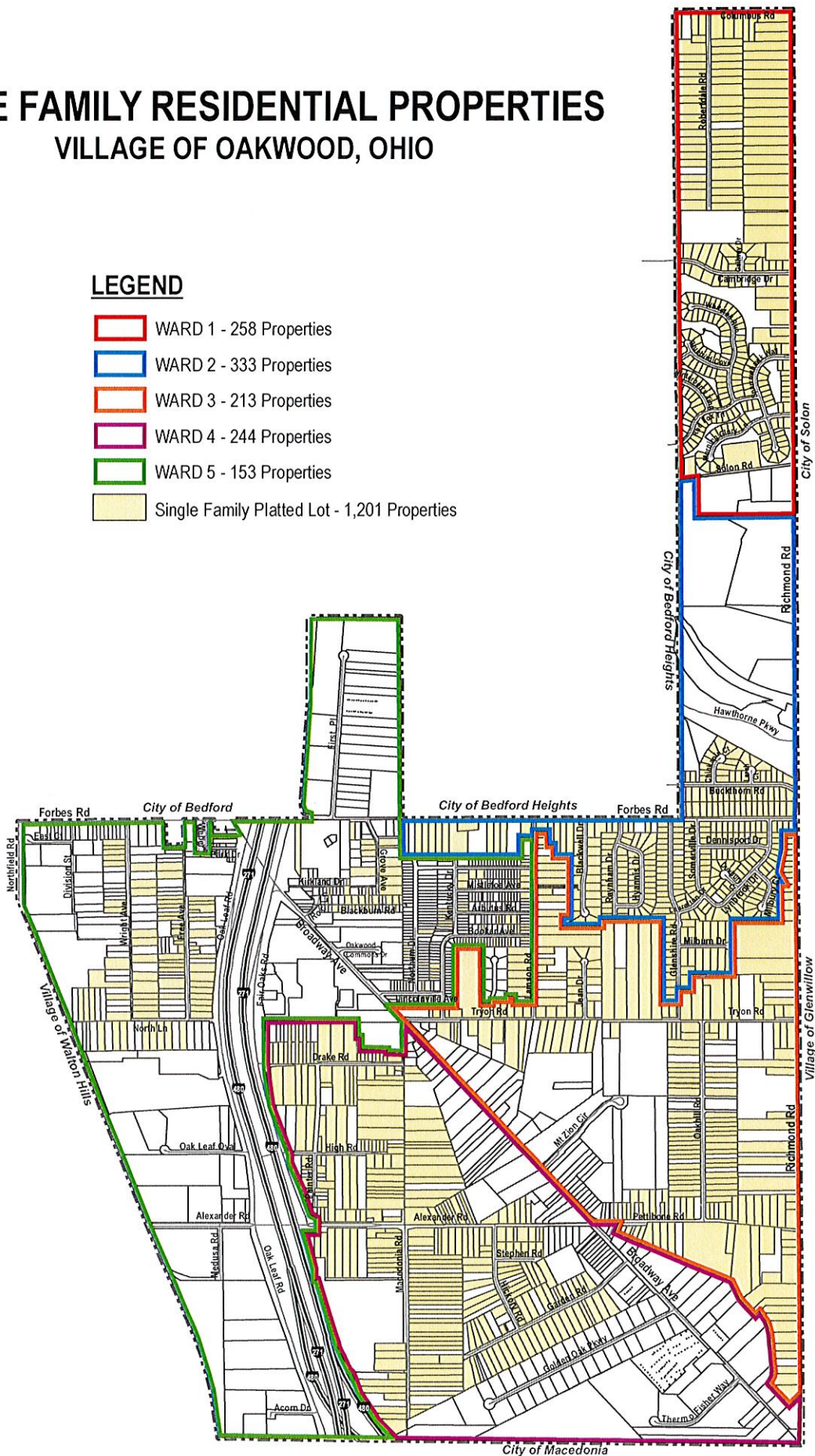


# SINGLE FAMILY RESIDENTIAL PROPERTIES

## VILLAGE OF OAKWOOD, OHIO

### LEGEND

- WARD 1 - 258 Properties
- WARD 2 - 333 Properties
- WARD 3 - 213 Properties
- WARD 4 - 244 Properties
- WARD 5 - 153 Properties
- Single Family Platted Lot - 1,201 Properties





## Exterior Maintenance Program

Oakwood Village Building Department, 23035(B) Broadway Ave.

Property Owner's Full Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Property Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Have you received Exterior Maintenance Grant fund in the past? Yes No



Oakwood Village wants to encourage its homeowners to invest in your properties by assisting with improvement to the exterior of your homes. The "Exterior Maintenance Program" make grants available for you to improve the appearance of your home exterior while making our community more attractive and inspire a greater sense of neighborhood pride.

### Project Description:

---

---

---

---

---

---

Contractor	Cost	Award Date	Date Certificated by Building Dept

Signature: \_\_\_\_\_

Home Owner: \_\_\_\_\_

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

Deleted: Ward 4  
Formatted: Font: 20 pt  
Deleted: Four  
Formatted: Font: 20 pt  
Formatted: Font: 20 pt  
Formatted: Font: 12 pt  
Deleted: Council Person Patricia Rogers: 440-439-2059 ¶  
Deleted: 4800  
Deleted: , Oakwood Village, Ohio 44146  
Deleted: Attn: Debbie Hladky, Council Clerk  
Deleted: \_\_\_\_\_  
Moved down [1]: Note: Program limited to Single Family Homes // Project Deadline April 30, 2019 ¶  
Three Bids Required!¶  
Deleted: \_\_\_\_\_  
Formatted: Font: 12 pt  
Deleted: \_\_\_\_\_  
Formatted: Font: 12 pt  
Formatted: Font: 12 pt  
Deleted: \_\_\_\_\_  
Deleted: \_\_\_\_\_  
Formatted: Indent: Left: 0"  
Deleted: Ward 4  
Deleted: ¶  
Oakwood Village wants to encourage homeowners to invest in their properties by assisting with improvement to the exterior of your homes. The "Exterior Maintenance Program" make grants available to the homeowner to improve property maintenance of your homes. ¶  
Formatted: Font: Lucida Calligraphy, Bold  
Deleted: ¶

Formatted Table  
Deleted: ion  
Deleted: by  
Deleted: arment Date  
Deleted: ¶  
¶

Deleted: ¶



## Project Requirements:

- 1: Program limited to owner-occupied single family homes and owners of rental properties. ← Council decision; Proof of ownership is required. Please attach copies of "mortgage or deed to property" or "2023 property tax bill" or "water bill."
- 2: Owners must be current with all Oakwood taxes and property taxes to be eligible.
- 3: Your application with supporting documentation must be received by June 2024.
- 4: Hand deliver your application to the Oakwood Building Dept at 23035(B) Broadway Ave.
- 5: Please allow 7 – 10 business days for Village Council to review and to make a determination if the project qualifies. You will be contacted by phone and followed up by mail and/or by email of Council's decision to award your project.
- 6: Two (2) bids are required. Please attach the bids to your application.
- 7: Contractors must be licensed, bonded, insured & registered with the Village of Oakwood.
- 8: Funding for the Exterior Maintenance Program lasts for five (5) years. The total to be expended is \$80,000 for the years 2024 thru 2028.
- 9: Oakwood Village will reimburse the homeowner seventy-five (75%) percent of the construction cost of your project up to a maximum of \$4,000.00.
- 10: Village Council will approve applications based upon "need and necessity."
- 11: Contractors shall not start work until the Building Dept. issues all necessary permits. The Village will waive the cost of your building permit. All construction work must be completed within sixty (60) days of the contract award date.
- 12: Upon receipt of your application, the Oakwood Building Dept. will inspect your property, photograph the issues associated with the workscope and forward all information to Village Council.
- 13: When the contractor completes the project, you will contact the Building Dept. for its final review and inspection of the contractor's work. Upon the Building Department's acceptance and approval of the work, you will be issued a "Certificate of Project Completion and Acceptance."
- 14: Attached to this application is a "Release of Lien" form which must be executed by you when you pay the contractor for the complete work; a copy of this executed "Release of Lien" form is to be provided to the Building Dept.
- 15: A check for the reimbursement amount will be mailed to you within two (2) weeks after the Inspection Confirmation and Contractor's Release of Lien has been submitted to Oakwood Building Dept.

Moved (insertion) [5]
Deleted: Oakwood Village wants to encourage homeowners to be current with all taxes. ... [1]
Formatted ... [2]
Formatted ... [3]
Formatted ... [4]
Formatted ... [5]
Moved (insertion) [1]
Deleted: Note:
Deleted: , or
Formatted ... [6]
Deleted: ...rogram limited to owner-occupied sS...ngle ff... [7]
Formatted ... [8]
Deleted: residential ...ental properties*. [9]
Formatted ... [61]
Deleted: ;
Deleted: 18
Deleted: .
Deleted: ... Owners must be current with all Oak [10]
Deleted: 2
Formatted ... [11]
Deleted: A
Formatted ... [12]
Deleted: Friday ...uneMay...17, ...019 [13]
Formatted ... [14]
Deleted: 3
Formatted ... [15]
Deleted: s
Formatted ... [16]
Deleted: Village...Building Depar...ment,...at 23035(B) [17]
Formatted ... [18]
Deleted: 4... Please allow 7 – 10 business days for rev [19]
Deleted: Applicant...will be contacted by phone and fo [20]
Formatted ... [21]
Deleted: committee's ...ecision to award your the [22]
Formatted ... [23]
Deleted: 5
Formatted ... [24]
Deleted: , identify both bidders in the table above;...ar [25]
Formatted ... [26]
Deleted: this
Deleted: 6:
Formatted ... [27]
Formatted ... [28]
Deleted: Ward 4
Deleted: Four...Exterior Maintenance Program is limite [29]
Formatted ... [30]
Deleted: a
Formatted ... [31]
Deleted: period..... The total to be expended is Fundi [32]
Formatted ... [33]
Deleted: in 2019 ; funding for years 2020 through 202 [34]
Formatted ... [35]
Deleted: 7
Formatted ... [36]
Formatted ... [37]
Formatted ... [38]
Deleted: limited to a project...p to a maximum cost [39]
Deleted:
Formatted ... [40]
Deleted: 8
Deleted: 9... Contractor must be licensed, bonded, [41]
Formatted ... [42]

## Waiver of Lien:

I, \_\_\_\_\_ owner of \_\_\_\_\_ hereby certifies  
that Homeowner: \_\_\_\_\_ located at \_\_\_\_\_  
Oakwood Village, Ohio 44146 has paid my company in full for the work perform pursuant to the Ward Four  
Exterior Maintenance Program in the amount of \_\_\_\_\_ and that all labor and materials  
associated with this project has been paid in full .

In consideration of the foregoing payment and other good and valuable consideration, the receipt of which is  
acknowledged, I expressly waive any right that my company or I now have, or in the future will have, to a  
mechanic's lien against the foregoing real property and improvements on account of materials or labor  
furnished or to be furnished.

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

Deleted: Release

Formatted: Font: 12 pt

Deleted: the

Deleted: Construction Company¶  
hereby certifies that H

Formatted: Font: 12 pt

Deleted:

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Moved up [2]: Application Instructions:¶

Application Information: ¶

Fill in the property owner's name, property address and a phone  
number¶

¶  
Project Description: ¶

Fill in contractor's WorkscopeRequired Attachments:¶

Homeowner to submit this application along with the bids of each  
of the contractors who submitted bid for the work.¶

¶

¶

Contractors: ¶

Moved (insertion) [4]

Moved up [4]: Required Attachments:¶

Moved (insertion) [3]

Deleted:

Page Break

... [62]

Formatted: Font: Not Bold

Formatted: Left, Space After: 10 pt

Moved (insertion) [2]

Deleted: Application Instructions:¶  
Criteria:¶

... [63]

Moved up [5]: Oakwood Village wants to encourage  
properties by assisting with improvement to the exterior of their

Moved down [3]: Parameters of the Grant:¶

Property must be owner occupied.¶



To Codified?    1st Read \_\_\_\_\_ 2nd Read \_\_\_\_\_ 3<sup>rd</sup> Read \_\_\_\_\_ Under Suspension.

ORDINANCE NO. 2021-WS-06

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE AMENDING ORDINANCE 2019-22 AUTHORIZING THE ESTABLISHMENT OF AN EXTERIOR HOME REPAIR ASSISTANCE PROGRAM FOR SINGLE FAMILY PROPERTIES LOCATED IN WARD 4.**

**WHEREAS**, it is the finding of the Mayor and Council, based upon a variety of information and factors including a Housing Study performed by Chagrin Valley Engineering dated December 2018 and significant economic development planned for Ward 4, that it would be beneficial to the residents of Ward 4 and the Village as a whole to provide incentives and assistance to owners of single family housing units within Ward 4 in performing exterior repairs and maintenance to their properties; and

**WHEREAS**, Council has determined that economic circumstances and other developments within the Village have necessitated modifications to the Exterior Home Repair Assistance Program for residents of Ward 4 established in Ordinance 2019-22;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

SECTION 1: That Ordinance 2019-22 which presently reads as follows:

SECTION 1: The Mayor and Council hereby authorize the establishment of the Ward 4 Exterior Home Repair Program (hereinafter “the Program”) for the years 2019 through and including 2023 to be administered by the Mayor or his authorized designee.

SECTION 2: Participants eligible for the Program shall be owners of single family residences in Ward 4 who shall submit applications on forms developed by the Administrator for reimbursement of 75% of qualifying expenses for exterior upgrades or repairs up to a total reimbursement of \$3,000.00 (75% of total project costs of \$4,000.00) for owner-occupied properties. Participation shall be limited to a total yearly expenditure of \$80,000.00 for the year 2019 and total yearly expenditures of \$148,750.00 for the years 2020 through 2023 from line item 101.7799.57161. All applications and expenditures shall be subject to approval by Council. Further criteria are set forth in Exhibit “A” attached hereto.

SECTION 3: Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 2 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the Village. The Director of Finance be and is hereby further

authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 2 hereof and is further directed to issue vouchers of the Village in the amounts and for the purposes expressed in Section 2 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the inhabitants of the Village or Oakwood being that the foregoing repairs and upgrades are necessary to preserve the environment and economic well-being of the Village and therefore this Ordinance shall take effect and be in force immediately upon its adoption and approval by the Mayor provided it receives at least five affirmative votes of the members of Council; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

be and hereby is amended to read as follows:

SECTION 1: The Mayor and Council hereby authorize the establishment of the Ward 4 Exterior Home Repair Program (hereinafter "the Program") for the years 2022 through and including 2025 to be administered by the Mayor or his authorized designee.

SECTION 2: Participants eligible for the Program shall be owners of single family residences in Ward 4 who shall submit applications on forms developed by the Administrator for reimbursement of 75 % of qualifying expenses for exterior upgrades or repairs up to a total reimbursement of \$3,000.00 (75% of total project costs of \$4,000.00). Participation shall be limited to 27 applications and a total yearly expenditure of \$80,000.00 per year totaling \$320,000.00 which, when combined with expenditures during 2019 and 2020, is a total program cost of \$403,250.00. All applications and expenditures shall be subject to approval by Council. Further criteria are set forth in Exhibit "A" attached hereto. Additionally, Council authorizes the total sum of \$96,750.00 to be expended during the years 2022 through 2025 for the beautification of the following intersections: a) Macedonia Road and Drake Road, b) Macedonia Road and High Road, c) Alexander Road and Hickory Road, and d) Alexander Road and Fair Oaks Road.

SECTION 3: Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 2 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the Village. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 2 hereof and is further directed to issue vouchers of the Village in the amounts and for the purposes expressed in Section 2 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 4: The present version of Ordinance 2109-22 be and hereby is repealed.



SECTION 5: This Ordinance shall take effect at the earliest time permitted by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Johnnie A Warren, President of Council

\_\_\_\_\_  
Deborah L. Hladky, Clerk of Council

Presented to the  
Mayor \_\_\_\_\_

Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Gary V. Gottschalk

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2021 - was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

#### **POSTING CERTIFICATE**

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2021 - was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers and in not less than five (5) of the most public places in the municipality as determined by the Council of the said Village.

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

DATED: \_\_\_\_\_

## **WARD 4 EXTERIOR HOME REPAIR PROGRAM**

### **Purpose**

To maintain and improve the physical condition and aesthetics of single family properties located in Ward 4 of the Village in which significant economic development is planned thereby benefitting the entire Village.

### **Program Summary**

- Participants eligible for the program shall be owners of single-family residences in Ward 4 who shall submit applications on forms developed by the Program Administrator.
- Participants may be eligible for reimbursement of 75 % of qualifying expenses for exterior upgrades or repairs up to a total reimbursement of \$3,000.00 (75% of total project costs of \$4,000.00) for owner-occupied properties.
- Participation shall be limited to a total yearly expenditure of \$80,000.00 for the years 2022 through 2025.
- Eligibility is limited to one (1) award per address during the term of the program.
- All work must be performed by qualified contractors who are licensed, bonded, insured & registered with the Village of Oakwood.
- Any applications not acted upon by Council because authorized funding has been committed for the year will be carried over to the following year unless withdrawn by the applicant.
- All applications and expenditures shall be subject to approval by Council.

### **Eligible Repairs and Improvements**

Eligible projects may include exterior improvements such as roof repairs, siding replacement, siding repairs and/or painting, window replacements, installation or repair of driveways, new shutters, gutters and downspouts, pruning or removal of nuisance trees, etc. Improvements must comply with all applicable planning, zoning, building and other code regulations including all inspections and payment of any associated permit fees.

### **Reimbursement**

Property owners are eligible for reimbursements as outlined above after submitting an application to the Program Administrator or his designee, an inspection of the improvements by the Chief Building Official or his designee, proof that all contractors and suppliers have been paid in full for services and materials provided for the project and Council approval.



**VILLAGE OF OAKWOOD, OHIO**

**RESOLUTION NO. 2021-WS-09**

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT  
NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED  
COMMUNITY GRANT(S)**

**WHEREAS**, the Village of Oakwood, Ohio (the “MUNICIPALITY”) is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2021 (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

**WHEREAS**, the MUNICIPALITY wishes to enter into a Grant Agreement with NOPEC, Inc. in the form attached to this Resolution to receive one or more NEC Grant(s) for 2021, and to authorize the Mayor to execute the Grant Agreement with NOPEC, Inc. in the form attached.

**NOW, THEREFORE**, be it resolved by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

**SECTION 1.** This Council of the MUNICIPALITY (the “Council”) finds and determines that it is in the best interest of the MUNICIPALITY to accept the NEC Grant(s) for 2021, and authorizes the Mayor to execute the Grant Agreement and any agreements with NOPEC, Inc, as may be necessary and appropriate for obtaining financial assistance and further upon the recommendation of the Village Engineer, and approved as to form by the Village Law Director, in accordance with all authority granted to and limitations upon the Village Director of Finance.

**SECTION 2.** This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and of any committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Village's Charter and Codified Ordinances and Section 121.2 of the Ohio Revised Code.

**SECTION 3.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Resolution shall be in full force and effect immediately upon its adoption by Council and approved by the Mayor, otherwise, from and after the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

\_\_\_\_\_  
Johnnie A. Warren, President of Council

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

Presented to the  
Mayor \_\_\_\_\_

Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor – Gary V Gottschalk

Approved as to legal form:

\_\_\_\_\_  
James Climer, Director of Law

ATTEST: \_\_\_\_\_  
Debra L Hladky, Clerk of Council

Approved: \_\_\_\_\_

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2021\_\_\_\_ was duly and regularly passed by this Council at the meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Clerk of Council

#### POSTING CERTIFICATE

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Resolution 2021\_\_\_\_ was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_ 2021 and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers and in not less than (5) of the most public places in the municipality as determined by the Council of the said Village.

\_\_\_\_\_  
Clerk of Council

DATED: \_\_\_\_\_

*2021 Program Policies (attached)*





## **NOPEC Energized Community (NEC) Grant 2021 Program Policies**

NOPEC, Inc. and NextEra Energy have established the NOPEC Energized Community Grant Program, which provides grants to existing NOPEC member electric and gas communities. Existing member communities are defined as those with metered accounts enrolled in NOPEC's electric and/or gas aggregation during the previous calendar year. The new grant program year will begin on January 1, 2021, with the primary goal of providing funds to help communities implement energy savings or energy infrastructure measures.

NEC grants are intended to be used by member communities primarily for energy related projects. Member communities will be permitted, on a case-by-case basis, to use grants for purposes other than energy efficiency or energy infrastructure improvements.

The policies governing the grant program have been approved by the Board of Directors. The Economic Development Director (EDD) will have oversight and day-to-day management responsibility for the program.

**Deadlines:** NOPEC member communities that wish to accept the grant award must have a completed and approved profile by June 30, 2021. All grant funds must be secured by October 31, 2021. Secured funds include applications approved to escrow funds or complete a project. Any grant funds not accepted, with an approved community profile by June 30, 2021, or secured through the application process by October 31, 2021, will be returned to the grant pool.

**Eligibility and Notification:** Existing NOPEC member communities enrolled in both gas and electric on January 1 will be paid cash grants at the rate of [\$4] per enrolled account for gas and [\$6] per enrolled account for electric per year. Existing NOPEC member communities enrolled in the gas program only will be paid cash grants at the rate of [\$3] per enrolled account. Existing NOPEC member communities enrolled in the electric program only will be paid cash grants at the rate of [\$5] per enrolled account. Enrolled accounts will be determined based on an average, using Q2 and Q3, of metered accounts of the previous calendar year. If an existing community was not enrolled for both quarters of the previous year, an average of the metered accounts enrolled for a minimum of three consecutive months will be applied. The minimum community grant amount will not be less than \$250.00, Member counties and regional council of governments (COG) will also receive grants based on the communities and programs enrolled through the county or COG

membership. Grants will be calculated using the same averaging method as the community grants. County and regional COG members will receive [\$1.50] for gas and [\$2] for electric, per enrolled account per year, in communities enrolled for both programs, and [\$.50] for gas or [\$1.00] for electric, in communities enrolled for a single aggregation program.

The Chief Elected Official and the Chief Financial Official of member communities, regional COG and counties will be notified by letter in January of the grant amount available for its use. Each community must enter into a grant agreement, if it has not already done so, with NOPEC, Inc. Each year, the community must pass legislation accepting the grant and identifying the position (with person currently holding that position) authorized to conduct on-line program activities on behalf of the community. All grant activities, including the application and disbursement request processes, will be completed and submitted online.

Processing: The first step for the NEC grant program is creating a community profile in the on-line grant program for a new community. Communities that completed this step in a previous year should review the profile and update the information, as needed.

As part of the profile, all communities will upload a pdf file of the legislation approved by the member community accepting the NEC grant. Communities that are receiving a grant for the first time will also execute and upload a pdf file of executed Grant Agreement. The deadline to accept the grant and upload the required documents for the profile step is June 30, 2021. Any grant funds not accepted with an approved community profile will be returned to the grant pool.

Communities must complete the application process to qualify a project for grant funds. New applications will be reviewed on an ongoing basis. Appropriate supporting documents (e.g., project quotes) should be attached, if available. All applications must be submitted electronically in the grant system.

Staff will review each application to determine if it meets the criteria and formally approve each project funded. Communities may begin the project during the review process but it does not guarantee funding approval. Projects that are determined to be emergencies, based on immediate health and/or safety issues, may be eligible to begin without formal approval.

Eligible projects include those that reduce electric and/or gas utility consumption through facility improvements and/or implementing infrastructure improvements. Examples include interior and exterior lighting, windows and doors, insulation, HVAC, geothermal and solar. Street lights and traffic lights are also eligible, if a demonstrated utility savings to the community will result. Examples of ineligible projects would include vehicles or equipment (other than an emergency generator) that are powered by battery, gasoline or diesel, and do not reduce utility costs. Project examples for eligible energy infrastructure include natural gas filling stations, electric vehicle charging



stations and emergency generators. Installing power to a facility such as a gazebo or baseball field are other examples of eligible energy infrastructure.

Grants may also be used to benefit commercial properties. Options include covering the cost of energy audits or set-up costs for establishing an Energy Special Improvement District. Programs benefitting residents are also eligible. Providing residents LED light bulbs or establishing a residential energy audit program funded by the NEC grant program are two examples.

Multi-jurisdictional projects are eligible. Each community must apply for its own grant funds in a multi-jurisdictional project. Non-NOPEC members may be part of a multi-jurisdictional project but will not be eligible for any grant funds from NOPEC.

If a community completed a project that meets the eligibility requirements within the previous calendar year it may submit that project for the grant. Communities may also choose to escrow the grant award (or a portion of it) for a future year, but the escrow period is not to exceed an additional two years from the original grant year.

If a member community conducts an energy audit for the proposed project, the community may obtain the audit service through NOPEC's Energy Advisor audit program. Audit costs may be defrayed with grant funds, whether obtained through NOPEC's program or contracted with a third party. The audit must be performed by a credentialed professional.

Once the application is reviewed and approved, the community will receive written confirmation. Each approved project will become an exhibit to the Grant Agreement.

Project Completion and Funds Disbursement: Communities are responsible for contracting all work to be completed for community-owned facilities or projects, in accordance with local requirements, with qualified professionals. Monthly disbursements will be made for approved projects until the funds have been depleted, with a minimum disbursement amount of \$5,000 for interim disbursements. For projects of \$5,000 or less, the grant will be disbursed upon project completion. All disbursements will be made by Automatic Clearing House (ACH) process to an account designated by the community. All disbursements for an approved project must be requested no later than the year following the original grant year. Projects approved for the 2021 grant year cycle must request all disbursements before December 10, 2022.

This is not a reimbursement grant, i.e. communities are not required to pay the invoice prior to submitting it for a grant disbursement. Communities create the Disbursement Request(s) for each approved application with appropriate supporting documents submitted on-line. Appropriate supporting documents include invoices or AIA forms for work completed, or signed contracts that specify an advance prior to the start of the project. Quotes or proposals are not acceptable documents for Disbursement Requests. The EDD will review all disbursement requests and submit them for

processing to the NOPEC CFO. All disbursements are approved by the Executive Director or other authorized person.

Any grant dollars, including balances, not applied for or escrowed by the community by October 31 of the current grant year will be forfeited by the community and returned to the grant pool. The grant term will be for calendar year 2021. NOPEC will close out a community's grant when all grant funds have been disbursed or any remaining funds are returned to the grant pool.

Reports: Communities using grant funds for energy efficiency projects will submit an annual report to NOPEC for two years following project completion, if the project is selected for measurement and verification. The report will provide information on the energy saved (measured by units and dollars) in the previous year resulting from that project. This report will be prepared by a third-party consultant contracted by NOPEC, Inc. The community will agree to authorize NOPEC to provide the appropriate utility account information for the designated project site to the consultant for the purpose of completing the annual reports.

The EDD will track all open grants and provide periodic status reports to the NOPEC Executive Director and to both the NOPEC and NOPEC, Inc. Boards of Directors. Reports will include the number of communities with open grants available and the total funds disbursed to date.

All determinations made by NOPEC, Inc. and NOPEC in administering the NEC Grant Program shall be final, conclusive and binding on all grant recipients.



RESOLUTION NO. 2021-WS-10

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR TO  
ACCEPT A GRANT FROM THE CUYAHOGA COUNTY  
SOLID WASTE DISTRICT**

**WHEREAS**, the Village of Oakwood has been awarded a grant in the amount of \$4,000.00 by the Cuyahoga County Solid Waste District to promote and educate residents of the Village about recycling.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

**SECTION 1.** The Mayor be and he is hereby authorized to accept a grant from the Cuyahoga County Solid Waste District in the amount of \$4,968 to promote and educate residents of the Village about recycling as detailed in Exhibit A.

**SECTION 2.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department, therefore, provided it receives two-thirds ( $\frac{2}{3}$ ) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Johnnie A. Warren, President of Council

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

Presented to the  
Mayor \_\_\_\_\_

Approved: \_\_\_\_\_

\_\_\_\_\_  
Gary V. Gottschalk, Mayor

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2021\_\_\_\_ was duly and regularly passed by this Council at the meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

### **POSTING CERTIFICATE**

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Resolution No. 2021-\_\_\_\_ was duly posted on the \_\_\_\_ day of \_\_\_\_\_, 2021, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers and in not less than five (5) of the most public places in the municipality as determined by the Council of the said Village.

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

DATED: \_\_\_\_\_

RESOLUTION NO. 2021-WS-11

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR TO  
ACCEPT A GRANT FROM THE CUYAHOGA COUNTY  
BOARD OF DEVELOPMENTAL DISABILITIES**

**WHEREAS**, the Village of Oakwood has been awarded a grant in the amount of \$5,000.00 by the Cuyahoga County Board of Developmental Disabilities to expand the Recreation RFP in adaptive recreation, leisure, sports activities to adults with developmental disabilities in the Village.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

**SECTION 1.** The Mayor be and he is hereby authorized to accept a grant from the Cuyahoga County Board of Developmental Disabilities in the amount of \$5,000 to expand the Recreation RFP in adaptive recreation, leisure, sports activities to adults with developmental disabilities in the Village.as detailed in Exhibit A.

**SECTION 2.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department, therefore, provided it receives two-thirds ( $\frac{2}{3}$ ) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:\_\_\_\_\_

\_\_\_\_\_  
Johnnie A. Warren, President of Council

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

Presented to the  
Mayor \_\_\_\_\_

Approved: \_\_\_\_\_

\_\_\_\_\_  
Gary V. Gottschalk, Mayor



I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2021\_\_\_\_ was duly and regularly passed by this Council at the meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

### **POSTING CERTIFICATE**

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Resolution No. 2021-\_\_\_\_ was duly posted on the \_\_\_\_ day of \_\_\_\_\_, 2021, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers and in not less than five (5) of the most public places in the municipality as determined by the Council of the said Village.

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

DATED: \_\_\_\_\_

**ORDINANCE NO: 2021-WS-12**

An emergency ordinance enacted by Oakwood Village, Cuyahoga County, Ohio hereinafter referred to as the MUNICIPALITY, in the matter of the hereinafter described improvement and requests the cooperation of the County of Cuyahoga, Ohio, hereinafter referred to as the COUNTY.

**WHEREAS**, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The Resurfacing of Solon Road from West Corporation Limit to Richmond Road in Oakwood Village (the "Project").

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

**A. CONSENT**

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construction of the Project.

**B. COOPERATION**

1. That the COUNTY and the MUNICIPALITY will cooperate in the Project.
2. That the MUNICIPALITY will prepare construction plans and specifications, including necessary engineering reports, which shall conform to generally accepted engineering practices and principles.
3. That the MUNICIPALITY will arrange for the supervision and administration of the construction contract.
4. That the COUNTY will review the construction plans, estimate, specifications and bid proposal for conformance with section B-2 of this Agreement. County approval of these documents are required prior to the advertisement of the construction contract. The COUNTY will make an inspection of the completed Project.
5. That the MUNICIPALITY shall agree to provide the COUNTY with a complete set of as-built plans upon the completion of the Project.

**C. FUNDING**

1. MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY's portion of the project.
2. That the COUNTY shall contribute fifty percent (50%) of the actual cost of construction and construction engineering which is determined to be eligible by the Cuyahoga County Engineer's policies up to a maximum of \$145,000.
3. In the event MUNICIPALITY secures additional funding for the Project, County's financial contribution and the supplemental funding cannot exceed the total actual cost of the Project.
4. The anticipated construction cost for this project is \$290,000. To determine funding eligibility, the COUNTY shall be notified immediately of any significant changes to the scope of work and/or construction cost.

**D. MAINTENANCE**

That upon completion of said resurfacing, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the resurfacing in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the Project in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).



**E. TRAFFIC**

1. That upon completion of the Project, MUNICIPALITY will thereafter keep said highway open to traffic at all times; and
2. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the Project in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
3. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
4. Stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
5. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
6. The MUNICIPALITY shall prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

**F. RIGHT-OF-WAY**

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the Project shall be made available therefore.
2. That the MUNICIPALITY will arrange for the acquisition of any additional right-of-way which may be required for the construction of the Project.

**G. UTILITIES**

1. That the MUNICIPALITY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of Project, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility

Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.

3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the Project.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

#### **H. MISCELLANEOUS**

1. That if the MUNICIPALITY includes the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the Project), alternate bid items, or other items in the Project that are in addition to those now existing and not provided for elsewhere in this Agreement, the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certification or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For matters relating to this Project, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. MUNICIPALITY agrees to make all pertinent contractual books and records and other documents pertaining to the Project available to the COUNTY and its designated agents for purpose of audit and examination upon reasonable request.
5. By enacting this Ordinance, the MUNICIPALITY agrees to conduct this transaction by electronic means and agrees that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The MUNICIPALITY also

agrees on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

**I. AUTHORITY TO SIGN**

1. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to enter into agreements with the COUNTY necessary to complete the planning and construction of this improvement.
2. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to make application to the County of Cuyahoga, Ohio, for approval to use County Motor Vehicle License Tax Funds for the improvement.

This Ordinance is hereby declared to be an emergency measure by reason of the need for expediting highway improvement to promote highway safety, and provide it receives the affirmative vote of two-thirds of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed \_\_\_\_\_, 20\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President of Council



\*\*\*\*\*

CERTIFICATE OF COPY

State of Ohio )  
County of Cuyahoga )  
Oakwood Village )

I, \_\_\_\_\_, as Clerk of Oakwood Village Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said municipality on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the publication of such Ordinance has been made certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. \_\_\_\_\_, Page \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk of Council  
Oakwood Village, Ohio

TO: THE COUNTY OF CUYAHOGA, OHIO

DATE: \_\_\_\_\_

RE: APPLICATION FOR APPROVAL OF PROJECT USING COUNTY MOTOR VEHICLE LICENSE TAX FUNDS

**PART A**

**PROJECT DESCRIPTION**

MUNICIPALITY: Oakwood Village ROAD: Solon Road

ROAD NUMBER: \_\_\_\_\_ PROJECT LENGTH: \_\_\_\_\_

AVERAGE DAILY TRAFFIC: (Indicate 12 or 24 hour): \_\_\_\_\_

ACCIDENTS DURING PAST YEAR: Prop. Damage: \_\_\_\_\_ Pers. Inj.: \_\_\_\_\_ Fatal: \_\_\_\_\_

EXISTING PAVEMENT WIDTH: \_\_\_\_\_ RIGHT OF WAY WIDTH: \_\_\_\_\_ SPEED LIMIT: \_\_\_\_\_

RAILROAD CROSSINGS AT: \_\_\_\_\_

EXISTING BRIDGES OVER 20 FOOT SPANS: \_\_\_\_\_

Resurfacing of Solon Road from West Corporation Limit to Richmond Road in the Village of Oakwood.

**PART C**

**TRAFFIC CONTROL INVENTORY**

ARE EXISTING SIGNS, MARKINGS AND TRAFFIC SIGNALS IN CONFORMANCE WITH THE OHIO MANUAL OF TRAFFIC CONTROL DEVICES (IF KNOWN)?: \_\_\_\_\_ IF NO, LIST DEFICIENCIES: \_\_\_\_\_

ARE EXISTING SIGNALS INTERCONNECTED?: \_\_\_\_\_

NUMBER OF EXISTING: Full actuated signals: \_\_\_\_\_ Semi-actuated signals: \_\_\_\_\_

NUMBER OF PRETIMED SIGNALS AND AVERAGE SPACING: \_\_\_\_\_

EXISTING PARKING REGULATIONS: \_\_\_\_\_

**PART D**

**FUNDING**

	COST ESTIMATE	LCNS TAX	PROPOSED FINANCING (\$ OR %)			OTHER
			MUNICIPAL	COUNTY	FEDERAL	
<u>PRELIMINARY ENGR.</u>						
<u>RIGHT-OF-WAY</u>						
<u>CONSTRUCTION ENGR.</u>						
<u>ROADWAY &amp; PAVEMENT</u>						
<u>STRUCTURES</u>						
<u>OTHER</u>						
<u>TOTALS</u>						

RECOMMENDED FINANCING: \_\_\_\_\_

**PART E**

**MUNICIPAL ACTION**

PROPOSED BY: \_\_\_\_\_ TITLE: Mayor DATE: \_\_\_\_\_

ACTION BY COUNCIL: \_\_\_\_\_ Ordinance No. \_\_\_\_\_ DATE: \_\_\_\_\_

CERTIFIED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

(Clerk of Council)

## **AGREEMENT**

### **Between the County of Cuyahoga, Ohio And Oakwood Village for the Resurfacing of Solon Road from West Corporation Limit to Richmond Road**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof, on behalf of the Department of Public Works (the "COUNTY") and Oakwood Village (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into this Agreement by Ordinance No. \_\_\_\_\_ adopted by Council of Oakwood Village on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

#### **WITNESSETH:**

**WHEREAS**, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The Resurfacing of Solon Road from West Corporation Limit to Richmond Road in Oakwood Village (the "Project").

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

#### **A. CONSENT**

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construction of the Project.

#### **B. COOPERATION**

1. That the COUNTY and the MUNICIPALITY will cooperate in the Project.
2. That the MUNICIPALITY will prepare construction plans and specifications, including necessary engineering reports, which shall conform to generally accepted engineering practices and principles.
3. That the MUNICIPALITY will arrange for the supervision and administration of the construction contract.
4. That the COUNTY will review the construction plans, estimate, specifications and bid proposal for conformance with section B-2 of this Agreement. County approval of



these documents are required prior to the advertisement of the construction contract. The COUNTY will make an inspection of the completed Project.

5. That the MUNICIPALITY shall agree to provide the COUNTY with a complete set of as-built plans upon the completion of the Project.

#### **C. FUNDING**

1. MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY's portion of the project.
2. That the COUNTY shall contribute fifty percent (50%) of the actual cost of construction and construction engineering which is determined to be eligible by the Cuyahoga County Engineer's policies up to a maximum of \$145,000.
3. In the event MUNICIPALITY secures additional funding for the Project, County's financial contribution and the supplemental funding cannot exceed the total actual cost of the Project.
4. The anticipated construction cost for this project is \$290,000. To determine funding eligibility, the COUNTY shall be notified immediately of any significant changes to the scope of work and/or construction cost.

#### **D. MAINTENANCE**

That upon completion of said resurfacing, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the resurfacing in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the Project in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal

Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

**E. TRAFFIC**

1. That upon completion of the Project, MUNICIPALITY will thereafter keep said highway open to traffic at all times; and
2. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the Project in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
3. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
4. Stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
5. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
6. The MUNICIPALITY shall prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

**F. RIGHT-OF-WAY**

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the Project shall be made available therefore.
2. That the MUNICIPALITY will arrange for the acquisition of any additional right-of-way which may be required for the construction of the Project.

**G. UTILITIES**

1. That the MUNICIPALITY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of Project, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.



2. That the COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the Project.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

#### **H. MISCELLANEOUS**

1. That if the MUNICIPALITY includes the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the Project), alternate bid items, or other items in the Project that are in addition to those now existing and not provided for elsewhere in this Agreement, the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certification or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For matters relating to this Project, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. MUNICIPALITY agrees to make all pertinent contractual books and records and other documents pertaining to the Project available to the COUNTY and its designated agents for purpose of audit and examination upon reasonable request.



5. By entering into this agreement, I agree on behalf of Oakwood Village to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures the day and year mentioned above.

**Oakwood Village**

---

**Mayor**

**County of Cuyahoga, Ohio**

**By:**

---

**Armond Budish, County Executive**

**ATTEST:**

---

**Clerk of Council**

To Codified?

☐

1st Read \_\_\_\_\_ 2nd Read \_\_\_\_\_ 3<sup>rd</sup> Read \_\_\_\_\_ Under Suspension \_\_\_\_\_

ORDINANCE NO. 2021 – WS-13

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A JOINT IMPROVEMENT AGREEMENT WITH THE VILLAGE OF GLENWILLOW, CITY OF MACEDONIA AND CITY OF TWINSBURG FOR THE RICHMOND ROAD, SHEPARD ROAD, BROADWAY AVENUE AND RAVENNA ROAD INTERSECTION IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY**

**WHEREAS**, the intersection of Broadway Avenue and Richmond, Ravenna, and Shepard Roads that is shared by the four municipalities, Village of Glenwillow, City of Macedonia, Village of Oakwood and City of Twinsburg (hereinafter collectively referred to as “Municipalities”) requires reconstruction of the intersection to improve traffic patterns (hereinafter "Project"); and.

**WHEREAS**, the Project is located in Four (4) Municipalities; Two (2) Counties (Summit & Cuyahoga); Two (2) Ohio Department of Transportation Districts (District #4 & #12), Two (2) Metropolitan Planning Organizations (Akron Metropolitan Area Transportation Study - AMATS & Northeast Ohio Areawide Coordinating Agency - NOACA) and Two (2) Ohio Public Works Commission (OPWC) Districts (District #8 & #1); and

**WHEREAS**, the Village has negotiated with the other Municipalities to reach terms of a certain Joint Improvement Agreement providing the rights and responsibilities of the Municipalities relating to the Project as it all Municipalities involved; and

**WHEREAS**, the individual Municipalities, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of the foregoing Joint Improvement Agreement which provides a substantial public benefit collectively and individually to each of the Municipalities as well as Cuyahoga and Summit Counties and he

State of Ohio by way of the enhancement of the intersections and public roadways encompassed in the Project; and,

**WHEREAS**, it is deemed to be in the interests of the Village and the collective interests of the Municipalities to enter into the aforementioned Joint Improvement Agreement setting forth and establishing the rights and responsibilities of the Municipalities regarding the obligations, duties and financial commitment to the improvement Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Oakwood, County of Cuyahoga and State of Ohio that:

**SECTION 1:** The Mayor be and hereby is authorized and directed to enter into the Joint Improvement Agreement with the Village of Glenwillow, City of Twinsburg, and the City of Macedonia regarding the Project at the intersection of Broadway Avenue and Richmond, Ravenna and Shepard Roads substantially in the form of the Agreement attached hereto and incorporated herein as Exhibit "A".

**SECTION 2:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting or meetings of this Council, and that all deliberations of this Council were in meetings open to the public and in full compliance with all legal requirements, including without limitations, those set forth in Section 121.22 of the Ohio Revised Code.

**SECTION 3:** This Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety welfare and convenience of the citizens of the Village and for the additional reason of commencing the project in order to coincide with the construction season and gaining the lowest prices on publicly bid projects and, provided it receives the affirmative vote of two-thirds (2/3) of all members of Council, it shall take effect and be in force immediately upon its passage and approval of the Mayor; otherwise, it shall take effect and be in force at the earliest period allowed by law.



PASSED: \_\_\_\_\_

\_\_\_\_\_  
Johnnie A. Warren, President of Council

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

Presented to the  
Mayor \_\_\_\_\_

Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Gary V. Gottschalk

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2021 -     was duly and regularly passed by this Council at the meeting held on the     day of     , 2021.

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

## **POSTING CERTIFICATE**

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2021 -     was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and will remain posted for a period of fifteen (15) days thereafter in accordance with the Village Charter.

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

DATED: \_\_\_\_\_

## EXHIBIT "A"

### **JOINT IMPROVEMENT AGREEMENT BETWEEN THE MUNICIPALITIES OF GLENWILLOW, MACEDONIA, OAKWOOD, AND TWINSBURG FOR THE RICHMOND, SHEPARD, BROADWAY, AND RAVENNA ROADS INTERSECTION IMPROVEMENTS**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Village of Glenwillow, Ohio, an Ohio municipal corporation, with its main offices located at 29555 Pettibone Road, Glenwillow, Ohio 44139 (hereinafter referred to as "Glenwillow"), the Village of Oakwood, Ohio, an Ohio municipal corporation, with its main offices located at 24800 Broadway Avenue, Oakwood Village, Ohio 44146 (hereinafter referred to as "Oakwood"), the City of Twinsburg, Ohio, an Ohio municipal corporation, with its main offices located at 10075 Ravenna Road, Twinsburg, Ohio 44087 (hereinafter referred to as "Twinsburg") and the City of Macedonia, Ohio, an Ohio municipal corporation, with its main offices located at 9691 Valley View Road, Macedonia, Ohio 44056 (hereinafter referred to as "Macedonia") collectively referred to as the "Parties.";

#### **I. RECITALS**

##### **A. General Background**

1. At the border of Glenwillow, Macedonia, Oakwood and Twinsburg the intersection of Broadway, Richmond, Ravenna, and Shepard Roads are shown on the attached Exhibit A.

2. The section of the Broadway, Richmond, Ravenna, and Shepard Roads that are shared by the Parties, and as shown in Exhibit A, (hereinafter "Project") requires reconstruction of the intersection to improve traffic patterns. The Project is located in Four (4) Municipalities (Glenwillow, Macedonia, Oakwood & Twinsburg); Two (2) Counties (Summit & Cuyahoga); Two (2) Ohio Department of Transportation Districts (District #4 & #12), Two (2) Metropolitan Planning Organizations (Akron Metropolitan Area Transportation Study - AMATS & Northeast Ohio Areawide Coordinating Agency - NOACA) and Two (2) Ohio Public Work Commission (OPWC) Districts (District #8 & #1).

3. Starting in 2011, the Parties met to discuss the Project intersection improvements. During the 2011 planning and design of the Project, Twinsburg and Macedonia opted out of participating in the cost of the improvements. The Villages of Glenwillow and Oakwood moved forward to design and construct a portion of the Project which included new turn lanes, centerline realignment, drainage improvements and new signalization. The intersection design and alignment was established to allow for the continuation of the Project to be completed in the future with the participation of Macedonia and Twinsburg.

4. In October 2012, Glenwillow and Oakwood entered into a Cooperative Agreement to distribute the total Local costs of the Project (\$857,876 which included design, construction, property acquisition) equally, 50/50, after subtracting all outside funding secured for the Project including grants and loans. Glenwillow and Oakwood were able to secure funding through low interest loans (OPWC – \$130,453) and grants (CDBG - \$350,000 & OPWC - \$353,664) to install Project improvements within the two communities while accommodating the future improvements within Macedonia and Twinsburg.

5. In 2013, the Villages of Glenwillow and Oakwood completed the construction of the portion of the Project which included new turn lanes, centerline realignment, drainage improvements and new signalization per the terms of the 2012 Cooperative Agreement at a cost to each of \$77,106 or



a total of \$154,212 as reflected in the "Four Corners Improvement Municipal Breakdown" attached hereto and incorporated herein as Exhibit A.

6. In 2017, the Parties entered into a Cooperative Agreement to split the cost equally of the maintenance, repairs and operational costs of the signal and appurtenances at the intersection installed as part of the 2013 Project improvements paid for by Glenwillow and Oakwood.

7. In 2017, the Parties entered into a Cooperative Agreement to split the cost (\$71,800) equally to prepare plans within the Glenwillow, Macedonia, Oakwood and Twinsburg municipal limits as required to complete the needed improvements to realign, add turn lanes and improve drainage for the Project area. The plans were completed as needed to apply for additional outside funding to construct the Project improvements.

8. In 2019, the Parties secured funding (\$1,369,288) for the Project through the Ohio Statewide Urban Congestion Mitigation and Air Quality Funding Program. The City of Twinsburg would be the lead community on the Project and has been coordinating the final planning, engineering and reconstruction of the Project through and as administered by ODOT District 4. The estimated Project Cost to install the balance of the Project including final engineering design, property acquisition, environmental clearances, right of way plan preparation and construction would be \$1,968,990.50 as reflected in Exhibit A. It is anticipated that the Project construction improvements will begin in early 2024.

## **B. Municipal Authority**

1. The Parties, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of this Agreement which provides a substantial public benefit in enhancement of the public roadway known as the Project and it is a great public benefit to the municipalities of Glenwillow, Macedonia, Oakwood and Twinsburg as well as Cuyahoga & Summit Counties and the State of Ohio.

2. Pursuant to Section 715.02 of the Revised Code, the parties to this Agreement wish to provide for the apportionment of engineering and construction of the Project and for any costs thereof.

3. In accordance with Section 715.02 of the Revised Code, the Parties have approved this Joint Improvement Agreement by Resolution in compliance with their respective Charters and Ordinances.

4. This Agreement memorializes, ratifies and confirms actions by and between the Parties for prior planning and engineering of the Project and this Agreement is intended to be comprehensive in formalizing and memorializing the complete Project.

## **II. AGREEMENT**

In consideration of the foregoing recitals, in consideration of the partial performance of various undertakings as described and the ratification and confirmation of all actions taken in good faith in furtherance of the described Project, and in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, the Parties hereby agree as set forth below:

**A. Cooperation**

The Parties wish to cooperate fully as set forth in this Agreement in order to provide a needed enhancement for a public roadway shared by both communities and to do so in a timely, efficient and economical manner.

**B. Twinsburg Duties and Responsibilities**

1. The Parties have engineered the Project to date (preliminary engineering to date has been reviewed by the Parties and is approved). Twinsburg will continue to have engineering and administrative responsibilities throughout the duration of the project to coordinate with ODOT and the other Municipalities to obtain environmental clearances and property acquisitions.

2. Twinsburg shall serve as the contracting authority for the Project. Twinsburg shall bid out and contract with the successful bidder in accordance with all laws and shall provide all bidding information and bids to Twinsburg, and shall be responsible to pay all of the cost of such as final engineering, environmental, property acquisition, inspection and construction, subject to reimbursement by the other three Municipalities' as specified herein). Twinsburg shall administer the project, including but not limited to: appropriate insurance coverage, prevailing wage requirements, appropriate inspection, and Twinsburg shall also administer all payments to contractors required by the Project, making sure that such Project is completed free of any claims or liens.

3. Twinsburg shall manage all construction of the Project and shall be responsible for acquiring all permits from any federal, state, or county agency.

4. Twinsburg shall continue to provide changes in engineering plans to ODOT, Glenwillow, Macedonia and Oakwood for approval and upon completion shall provide "as built" plans.

5. Twinsburg shall provide routine inspection reports to ODOT, Glenwillow, Macedonia and Oakwood as needed and as requested.

**C. Glenwillow's Duties and Responsibilities**

1. Glenwillow shall compensate Twinsburg in a total amount not to exceed 25% of the total Project cost per the terms of Section F of this agreement. Twinsburg shall notify Glenwillow of the preliminary Project costs. Glenwillow shall, within 30 days of invoice from Twinsburg, pay to Twinsburg its share of the invoice. After completion of the Project and final costs have been certified, Glenwillow shall pay Twinsburg less the grants and loans as applicable per the terms of Section F of this agreement.

2. Glenwillow will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Twinsburg's completion of engineering, funding and bidding.

**D. Macedonia's Duties and Responsibilities**

1. Macedonia shall compensate Twinsburg in a total amount not to exceed 25% of the total Project cost per the terms of Section F of this agreement. Twinsburg shall notify Macedonia of the preliminary Project costs. Macedonia shall, within 30 days of invoice from Twinsburg, pay to Twinsburg its share of the invoice. After completion of the Project and final costs have been certified,

Macedonia shall pay Twinsburg less the grants and loans as applicable per the terms of Section F of this agreement.

2. Macedonia will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Twinsburg's completion of engineering, funding and bidding.

**E. Oakwood's Duties and Responsibilities**

1. Oakwood shall compensate Twinsburg in a total amount not to exceed 25% of the total Project cost per the terms of Section F of this agreement. Twinsburg shall notify Oakwood of the preliminary Project costs. Oakwood shall, within 30 days of invoice from Twinsburg, pay to Twinsburg its share of the invoice. After completion of the Project and final costs have been certified, Oakwood shall pay Twinsburg less the grants and loans as applicable per the terms of Section F of this agreement.

2. Oakwood will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Twinsburg's completion of engineering, funding and bidding.

**F. Financial Contributions to Project**

1. As disclosed in Item C of Exhibit A, it is anticipated that each participant in this Agreement will incur a total combined cost of \$188,479 for the 2013 and 2024 Improvements. In order that all participants shall share equally in the costs of the 2013 and 2024 Improvements, Macedonia and Twinsburg shall each contribute the sum of \$77,106 or a total of \$154,212 toward the 2024 Improvements after which all participants in this Agreement shall contribute equally to the remaining costs of the 2024 Improvements.

**G. Annual Audit of Community Cost Participation**

1. The Parties shall review the cost participation (Local Funds) of each community at the end of each fiscal year to determine each community's cumulative contribution (Local Funds) towards the Project costs.

2. At the completion of the Project, prior to final invoicing by the City of Twinsburg, all funding resources shall be reviewed by the Parties' Fiscal Agent to confirm each community's cumulative contribution (Local Funds) towards the Project. The cost participation (Local Funds) invoiced to each community by the City of Twinsburg shall be allocated in a fashion which will result in an equal aggregate participation from each community (Local Funds) based on actual final Project cost.

**H. Traffic Control**

The Parties pledge cooperation in traffic control and routing during the period of construction. During the phase of work in which the Richmond and Pettibone Intersection Improvement work shall be completed, traffic will be maintained as approved by each of the safety forces.

**I. Maintenance**

Upon completion of the Project, each party shall be responsible for the maintenance of such portion of the Project as is within its municipal boundary.



**J. Notice**

The parties shall be notified by regular mail or hand delivery as follows:

To Glenwillow: Mayor Mark A. Cegelka  
Village of Glenwillow  
29555 Pettibone Road  
Glenwillow, Ohio 44139

To Macedonia: Mayor Nicholas Molnar  
City of Macedonia  
9691 Valley View Road  
Macedonia, OH 44056

To Oakwood: Mayor Gary V. Gottschalk  
Village of Oakwood  
24800 Broadway Avenue  
Oakwood, Ohio 44146

To Twinsburg Mayor Ted Yates  
City of Twinsburg  
10075 Ravenna Road  
Twinsburg, OH 44087

**K. Modification**

This Agreement shall not be modified without the express written approval of both parties, which approval must be confirmed by a Resolution or Ordinance of each Council.

**L. Authorization**

WITNESSED BY:

**VILLAGE OF GLENWILLOW**

---

---

Mark A. Cegelka, Mayor

---

WITNESSED BY:

**CITY OF MACEDONIA**

---

---

Nicolas Molnar, Mayor

---

WITNESSED BY:

**VILLAGE OF OAKWOOD**

\_\_\_\_\_

\_\_\_\_\_

Gary V. Gottschalk, Mayor

\_\_\_\_\_

WITNESSED BY:

**CITY OF TWINSBURG**

\_\_\_\_\_

\_\_\_\_\_

Ted Yates, Mayor

\_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_

Director of Law  
Village of Glenwillow

Approved as to legal form:

\_\_\_\_\_

Director of Law  
Village of Oakwood

Approved as to legal form:

\_\_\_\_\_

Law Director  
City of Twinsburg

Approved as to legal form:

---

Law Director  
City of Macedonia

This Agreement has been authorized by Ordinance No. \_\_\_\_\_, adopted by the  
Glenwillow Village Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Clerk of Council

This Agreement has been authorized by Ordinance No. \_\_\_\_\_, adopted by the  
Macedonia City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Clerk of Council

This Agreement has been authorized by Ordinance No. \_\_\_\_\_, adopted by the Oakwood  
Village Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Clerk of Council

This Agreement has been authorized by Ordinance No. \_\_\_\_\_, adopted by the  
Twinsburg City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Clerk of Council





## EXHIBIT A (Cont.)

FOUR CORNERS IMPROVEMENT MUNICIPAL BREAKDOWN				
September 30, 2020				
Four Corners Intersection Improvement 2013				
1. Design	\$99,602.00			
2. Property Acquisition	\$61,016.00			
3. Construction w/ Inspection	\$697,258.00			
Project Cost 2013	\$857,876.00			
Four Corners Intersection Improvement 2024				
1.Preliminary Design	\$71,800.00			
2. Final Design	\$20,000.00			
3. Environmental	\$60,000.00			
4. Right of Way Plan Preparation	\$25,000.00			
5. Property Acquisition	\$100,000.00			
6. Project Administration & Inspection (5%)	\$80,580.50			
7. Construction Cost	\$1,611,610.00			
8. Project Design Contingency (10%)	\$20,500.00			
Project Cost 2024	\$1,968,990.50			
A. TOTAL PROJECT COST FOUR CORNERS IMPROVEMENT				\$2,826,866.50
Financial Assistance				
1. CDBG (2013)	\$350,000.00			
2. OPWC (2013) (\$353,664 Grant & \$130,453 Loan Split between Oakwood and Glenwillow)	\$353,664.00			
3. CMAQ - AMATS (Per ODOT Agreement - \$1,369,288 = 80%)	\$684,644.00			
4. CMAQ - NOACA (Per ODOT Agreement \$1,369,288 = 80% Construction Cost & Property Acquisition)	\$684,644.00			
B. TOTAL FINANCIAL ASSISTANCE <sup>1</sup>				\$2,072,952
C. TOTAL EXPECTED COST <sup>2</sup> (A - B)				\$753,914.50
	2013 Improvement		2024 Improvement	EXPECTED COST PER COMMUNITY
	General Fund	OPWC Loan	General Fund	
Village of Glenwillow <sup>3</sup>	\$11,879	\$65,227	\$111,373	\$188,479
City of Macedonia	\$0	\$0	\$188,479	\$188,479
Village of Oakwood <sup>3</sup>	\$11,879	\$65,227	\$111,373	\$188,479
City of Twinsburg	\$0	\$0	\$188,479	\$188,479
<sup>1</sup> : Does not include OPWC Loan amount from 2013 Improvement; <sup>2</sup> : Does not include any future funding assistance from OPWC, Community Development Block Grant or Others; <sup>3</sup> : Includes current loan amount split between Glenwillow and Oakwood and \$11,879.46 paid as part of general fund for 2013 Improvement.				

**VILLAGE OF OAKWOOD**  
**COUNCIL FINANCE MEETING MINUTES**  
February 23, 2021

**ATTENDED**

Johnnie A Warren – Council President

Brian Thompson-Finance

Elaine Gaither – Council-at-Large

Eloise Hardin-Ward 2

Melanie Sanders – Ward 3

Patricia Rogers – Ward 4

Candace Williams – Ward 5

**ABSENT**

Chris Callender-Ward 1

Mayor Gary Gottschalk

---

Meeting opened at 6:05 by Warren.

Pledge of Allegiance recited, and attendance taken.

*Insurance Updates*

**Thompson:** We are gathering information. We are working on 10 communities for comparison and have about half of those. We hope to complete that in a few weeks. Ms. Williams and I had a conversation about transparency. Thanks to Debbie on updating the website with our monthly financials. The GFOA transparency question, the more commonly used is called the Ohio Checkbook from the State Treasurers Office. I can email that to Debbie. That can be found at Ohio Checkbook from the Ohio Treasurers Office for transparency. I am looking into that. **Sanders:** With those you have gathered so far on insurance what are you finding? **Thompson:** A different array of plans. **Sanders:** You are just waiting for additional information? **Thompson:** Yes.

*January 2021 Financials*

**Thompson:** Everyone should have the detailed report. The favorable ratio should be 8%. We ended the month with \$635,861 which is .07% revenues and expenses fell within that ratio except Utility at 16%, Rubbish Disposal at 16%, and Public Lands and Buildings. When we closed January, billings were inhouse for February as well. We paid January and February in January. They will level out in February. **Sanders:** Why did you pay them early? **Thompson:** They were in house and I don't want to play with utilities, I just paid them. **Sanders:** Do you normally do that? **Thompson:** No, but they billed early. HB Operational Contractual entails BWC payments which included runoff claims from the prior year which is normal. Our commercial property and casualty insurance had to be paid and a few other contractual obligations. I anticipate it leveling off in February for this fund. The total overall is in line with the .08% ratio. **Sanders** asked about School Guard. The line item is \$852.50 YTD, but on the other report it is different. **Thompson:** The School Guard also assists in the senior meals. Her salary had a journal entry. **Sanders:** That was taken out of another account? **Thompson:** I did a journal entry which should be under the Senior budget. That is reflected in the 208 account on page two. Moving forward, I will ensure expenses are split between those two funds. **Hardin:** Because school isn't open is she still being paid? **Thompson:** She assists in the meals at the Senior Center a few days a week. **Hardin:** I am just trying to understand is that in addition to the School Guard? **Thompson:** Yes. **Hardin:** She wasn't paid for school guarding when schools weren't open. **Thompson:** Correct. **Sanders:** Should that be separated out? **Thompson:** When she is helping Carlean it is under the Senior budget, 208 fund. **Rogers** asked if she is still working at the front desk. **Thompson:** She volunteered a few days when Hiliary was out.

*Special Revenue*

**Thompson:** In the first month we don't have much in the Recreation. SCMR is projected \$1.2 million but collected \$50,000. Senior Fund appropriations are at \$125,000 with \$6,600 in January and Recreation fund 204 is \$278,000 and we spent about \$10,800. SMCR we spent \$113,000 in the first month of the year. **Sanders:** The Rose Center for Aging contract was to be renegotiated or finding a new contract. Has that happened? **Thompson:** Not to my knowledge. **Sanders:** Are we paying the old or new rate? **Thompson:** Still the old rate.



## Audit

**Thompson:** We hope to wrap up the audit for 2018-19 by the end of March. With Covid, they aren't on site. **Sanders:** On the expense transaction ledger, an account for Summer Camp Internship Program. Can you explain what that is – line item ending in 52155? **Thompson:** That is an internship program run by the Mayor and Carlean. **Sanders:** Is this something they are going to do? **Thompson:** Yes, for Recreation. It is a new pilot program. **Sanders:** It is a non-existing program. **Warren:** That is in the Recreation budget. **Thompson:** Correct. **Sanders:** Detail report has landscaping billed for Premier at \$7,433. **Thompson:** That is part of the landscaping project on Macedonia Rd. for maintenance on the mound. We will recoup those expenses once we close the deal with Premier. **Sanders:** They do maintenance in January? **Thompson:** Yes. **Sanders:** Another amount \$3,577.50 for Premier fund 201. **Thompson:** That is for a law firm for the consolidation on the TIF. Those will also be recouped. **Sanders:** Engineering fees is below that. Was that from last year? **Thompson:** Yes. **Sanders:** asked about plumbing installs for \$15,675. **Thompson:** That is for the Fire Dept. They had a wall head crack and had to replace the whole unit in the shower. **Sanders:** asked what fund. **Thompson:** From 217 EMS billing. **Sanders:** Quite a few on maintenance, is that the Fire Dept? **Thompson:** For 217-1113 is Fire. Those are repairs and maintenance. **Sanders:** Property excavation for \$3,550. **Thompson:** Those were expenses from the Army Corps for evaluations on the wetlands. **Sanders:** Which ones? **Thompson:** I can find out. We have three of them. **Warren:** That could be the School Board property. **Thompson:** Possibly. **Hardin:** asked about the reconciliation report regarding the Meadows bank account. It shows zero. **Thompson:** The Meadows has \$3,825 in the line item. **Hardin:** Why is it zero? **Thompson:** We had a separate bank account but to simplify the process, we closed that out and still track the expenses through the fund. We are trying to make it more efficient. You will always see those funds on the fund report. **Hardin:** Are they aware of those balances. **Thompson:** We are not required to report to them. There hasn't been any conversations between the Land Management Company and the Homeowners Association President in at least six months.

## Upcoming Budget Meetings

**Thompson** suggested holding Finance meetings March 9<sup>th</sup> and 23<sup>rd</sup> at 6pm to review the 2021 full budget. **Hardin** asked if Debbie would check with the Law Director on the final review of the Employee Handbook. Your meeting takes priority. **Clerk:** I will check with him. **Warren:** If we need additional time, we can hold a special meeting prior to the 23<sup>rd</sup>, we will look into that. We have reviewed this budget before. Overall expenditures will be less since operations have declined. You can compare the original proposed budget to show any changes to the full 2021 budget which can always be adjusted. There is no reason why we can't adjust the budget after it is passed. No municipality knows for sure the expenses or decreases in revenue because of the pandemic. The budget is always projected. We must realize we have to pass a budget. We have our Finance meetings, and it can be amended at any time if needed. **Sanders:** In December, it was stated Brian would meet with all the Department Heads to get approval for expenses. Has that been happening? **Thompson:** Yes, we have. **Sanders:** They are coming to you prior to making purchases? **Thompson:** Yes. They must put in their purchase requisition prior to approval. **Sanders:** In moving forward, should we reevaluate the Building Dept. furniture request. That may be separate legislation when it is needed. If anything it's not mandatory for the functions of the department, it should probably be removed from the budget and added back later. **Thompson:** It would just be an amendment to the budget. **Sanders:** I request we take some of those items off the budgets. **Warren:** I will yield to the Finance Director for his proposal. It is not the job of Council to administrate the budget for the Village, simply to oversee it. **Sanders:** That is not what I was suggesting. I was just saying if he were reviewing those numbers again, if there was anything that could be taken out and amended later. **Warren:** Like I said, that is something the Finance Director will present. If Council members have specific questions as it relates to a particular budget as you have mentioned, if he recommends, it is up to Council to agree or not to agree to his recommendation. We will review this at the requested meetings the Finance Director has proposed. We are just speculating right now. **Williams:** I do not think we are changing our job by administering, I agree with the suggestion. **Warren:** We will move forward and see how it works out.

Motion to adjourn made by Hardin seconded by Rogers.

VOTE: YES: Warren, Gaither, Hardin, Rogers, Sanders, Williams

Meeting adjourned 6:58p

Motion to adjourn made by Rogers seconded by Hardin.

6 YES: Warren, Gaither, Hardin, Sanders, Rogers, Williams

Adjourned 6:46pm

Adopted \_\_\_\_\_

---

Debra L. Hladky, Clerk of Council

---

Johnnie Warren, Council President

**VILLAGE OF OAKWOOD**  
**COUNCIL MEETING MINUTES**  
**February 23, 2021**

**ATTENDED**

Johnnie A Warren III, Council President	Gary Gottschalk-Mayor
Elaine Gaither-Council-at-large	Brian Thompson-Finance
Eloise Hardin – Ward 2	Chief Garratt-Police
Melanie Sanders – Ward 3	Tom Haba - Service
Patricia Rogers – Ward 4	Daniel Marinucci– CBO
Candace Williams – Ward 5	
ABSENT: James Schade-Fire Chief Carlean Perez-Recreation <u>*=Late Arrival</u>	Ed Hren – Engineer Jim Climer-Law

Meeting opened 7:01 by Warren.

Pledge of Allegiance recited and attendance taken.

Motion to approve minutes of Council meeting January 26, 2021 made by Rogers seconded by Sanders.

VOTE: YES: Warren, Gaither, Hardin, Sanders, Rogers, Williams

Motion passed.

Motion to approve minutes of Finance meeting January 26, 2021 made by Sanders seconded by Rogers.

VOTE: YES: Warren, Gaither, Hardin, Sanders, Rogers, Williams

Motion passed.

Motion to approve minutes of Special meeting of February 2, 2021 made by Sanders seconded by Rogers.

VOTE: YES: Warren, Gaither, Hardin, Sanders, Rogers, Williams

Motion passed.

**Williams** asked the top of the minutes reflect February. **Clerk:** Thank you.

Motion to approve minutes of Special meeting of February 5 2021 made by Gaither seconded by Sanders.

VOTE: YES: Warren, Gaither, Hardin, Rogers, Williams Abstained: Sanders

Motion passed.

Motion to approve minutes of Council meeting of February 9. 2021 made by Gaither seconded by Sanders.

VOTE: YES: Warren, Gaither, Hardin, Sanders, Rogers, Williams

Motion passed.

Motion to approve minutes of Special meeting of February 11, 2021 made by Gaither seconded by Rogers.

VOTE: YES: Warren, Gaither, Hardin, Rogers, Williams Abstained: Sanders

Motion passed.

**Warren:** Please review the attendance of the recent minutes to ensure we are in compliance with those who approve the meeting minutes. **Clerk:** Thank you.

Motion to approve minutes of Special meeting of February 17, 2021 made by Gaither seconded by Rogers.

VOTE: YES: Warren, Gaither, Hardin, Sanders, Rogers Abstained: Williams

Motion passed.

### *Departmental Reports*

**Police-Garratt:** We have had a rash of serious calls since the last meeting. There was an accidental shooting at the trailer park. A male was cleaning his gun when it went off. It was first thought he shot his wife who was standing nearby. When it went off it shattered a glass and some of the shrapnel sliced in her side, very superficial wounds. She was transported to the hospital and he was taken into custody. We charged him with discharging a firearm in Village limits and having a weapon on a disability. This past Saturday, a male and female were fighting near Forbes/Lynbrook around 9:23pm. Several calls from residents called in with reports of them fighting and the male taking off in a vehicle. Officers responded quickly. The suspect was in custody less than four minutes. He had picked up a female in Cleveland, drove to Twinsburg, and they argued there. He agreed to take her back home, but made a wrong turn from Richmond/Forbes. She got out of the car, he tried to take her purse. He took out a sawed off shot gun and missed. He is a career criminal and is in custody. We recovered the weapon and him. She was not injured other than superficial wounds from the domestic situation. He is held on \$250,000 bond and is charged with four felonies. Officers did a good job. This was an isolated incident. We don't see too many sawed off shot guns. I will have another situation for you hopefully at the next meeting. **Warren:** Did it appear the shot he made was intentional? **Garratt:** He said it was accidental, but the bullet hit the ground next to her. Either way it is the same charges. It was a single shot gun which takes one bullet at a time. He had more ammunition with him but didn't get a chance to reload. Officers did a good job. It is different in Cleveland. We contact the Councilmember of the Ward where an incident takes place. Cleveland officers are 10 calls behind when they come on shift and 10 calls behind when they go home. They don't have enough officers. We are fortunate to service the community quickly and have ample Police protection. It is a real asset for our community.

**Law-Ami Imbrogno:** No report

**Building-Marinucci:** On the Village Market, Mr. Bugarcic has been out of town, I do not have an update today. His architect is involved in getting the drawings needed. On the Empire Tree situation, the documents requested by Ed Hren were reviewed and sent back to his Engineer for additional information. We are waiting on that response. **Rogers:** There has been a dirty mattress on the street since January in my Ward. I have called the Building Dept. **Marinucci:** It is going to court. I signed the document last week. **Rogers:** What is the procedure. Were they issued a citation? **Marinucci:** This is tricky. This is not the first time with this issue. After we file in the court, the mattress is removed. It was snow covered. We take pictures sending them a letter to get it done. We told them we want it removed by the end of the weekend. We filed into Bedford Court. **Rogers:** It is clearly visible now. **Marinucci:** It has to be enclosed in plastic and some aren't. I believe the procedure is, the resident calls Waste Management to schedule a pickup. This should not be happening, and it is flourishing. **Rogers:** I have a newsletter going out which includes that information. **Gaither:** Have permits and fees for rental properties been taken care of this year? **Marinucci:** We have a couple issues. One company is from Texas and another from Utah. We have a hard time getting the Certificate of Occupancy. We are thankful for Bedford Schools. That gives us a lot of leverage. You can't get the kids in school without it. Letters were printed and will be sent out to landowners of rentals. **Gaither** asked the deadline. **Marinucci:** They have to pay \$100 which covers the entire year. We give them 30 days to get them in. We are getting responses. **Gaither** asked for a report by the end of March. **Marinucci:** Sure, I will get a report on who were sent letters, who paid and those outstanding. **Warren:** Let's get an idea from the State of Ohio communities which have strong ordinances sanctioned by the state which are enforceable on absentee landlord compliance. Each community deals with this issue. **Marinucci:** Ok. I agree we need to shore this ordinance up. **Warren:** Thank you. **Sanders:** Were you able to put that report together on active issues? **Marinucci:** I didn't put it together because there isn't a lot of activity now but as soon as it gets up and running, you will get a monthly report. **Warren:** If you have any specific concerns, please send it to him specifically, so at the next Council meeting he will have that information too. Sometimes I see empty houses in the community. I encourage all Council to bring it their attention. **Gaither:** There is a pile of red mulch on a driveway on Cambridge. **Marinucci:** That is in the court system. It is amazing how long it takes. I will check on that. **Warren:** Give me the list of what you are trying to move forward. I will contact the Bedford Court. **Marinucci:** That particular individual is very unstable. **Warren** asked the Clerk to get the court info to Mr. Marinucci.

**Service-Haba:** When the resident calls for the special pickup Waste Management may give them a plastic bag for the mattress. **Rogers:** When it is wrapped properly, I have seen the regular guy take them. **Warren** asked if it is in the right of way. **Rogers:** Yes, it is partially in the street. **Warren** asked Haba to drive by and check it out. It is cheaper to have it picked up rather than going to court. **Haba:** I can pick it up. **Rogers:** I don't want you to. **Warren:** We want Waste



Management to do it. **Haba** asked if anyone talked to the resident yet. **Rogers**: I brought it to the attention of the Building Dept. **Marinucci**: We sent letters to Ward 4. **Rogers**: I want the resident to take care of it. **Warren**: We can't afford to go to court. **Rogers**: Get the notice and maybe they will do it. **Haba**: I will talk to them tomorrow. **Warren**: Don't pick it up. That resident is violating the ordinance. Does Waste Management still provide bags, please find out. **Haba**: I understand what you want.

*Finance*-**Thompson**: No report

**Mayor**-No report

*Open Floor Comments hearing none, floor closed.*

#### *Legislation*

2021-04      An ordinance declaring improvements to certain parcels within the Village to be a public purpose, exempting the improvements to such parcels from real property taxation for a period of thirty years, authorizing the Mayor to enter into an agreement with the Bedford City School District regarding such exemption requiring the owners of such parcels to make service payments in lieu of taxes establishing an Urban Redevelopment Tax Increment Equivalent Fund for the deposit of such service payments pursuant to Ohio Revised Code Sections 5709.41, 5709.42, and 5709.43 and declaring an emergency.

*Remain tabled.*

**Mayor** recommended this remain tabled. The County Engineer is in the process of approving the consolidation of Premier properties and vacation of South Lane. I hope it will be done by Friday then I will ask for a special meeting Monday.

2021-06      An ordinance declaring improvements to certain parcels within the Village to be a public purpose, exempting the improvements to such parcels from real property taxation for a period of thirty years, authorizing the mayor to enter into an agreement with the Board of Education of the Bedford City School District regarding such exemption, requiring the owners of such parcels to make service payments in lieu of taxes, establishing an Urban Redevelopment Tax Increment Equivalent Fund for the deposit of such service payments pursuant to Ohio Revised Code Sections 5709.41, 5709.42, and 5709.436, and declaring an emergency

*Remain tabled.*

**Mayor** asked this to remain tabled. The Army Corps of Engineers have come back with a very favorable estimate for Interstate McBee on the rehabilitation of this land. They are now negotiating with JTI on the purchase of the property.

2021-09      An ordinance authoring the establishment of an Exterior Home Repair Assistance Program for single-family properties located in the Village.

Motion to remove 2021-09 from the table made by Rogers seconded by Gaither.

VOTE: YES: Warren, Gaither, Hardin, Sanders, Rogers, Williams

Motion to move 2021-09 to the Work Session made by Hardin seconded by Rogers.

VOTE: YES: Warren, Gaither, Hardin, Sanders, Rogers, Williams

2021-10      An ordinance amending Ordinance 2019-22 authorizing the establishment of an Exterior Home Repair Assistance Program for single-family properties located in Ward 4.

Motion to remove 2021-10 from the table made by Rogers seconded by Gaither.

VOTE: YES: Warren, Gaither, Hardin, Sanders, Rogers, Williams

Motion to move 2021-10 to the Work Session made by Hardin seconded by Rogers.

VOTE: YES: Warren, Gaither, Hardin, Sanders, Rogers, Williams

MOTION TO ADJOURN made by Gaither seconded by Hardin.  
YES VOTES: Warren, Gaither, Callender, Hardin, Sanders, Rogers  
Adjourned 7:41 pm

Adopted \_\_\_\_\_

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

\_\_\_\_\_  
Johnnie Warren, Council President

DRAFT

# VILLAGE OF OAKWOOD

## COUNCIL WORK SESSION MINUTES

### February 23, 2021

#### ATTENDED

Elaine Gaither-Council-at-large	
Eloise Hardin – Ward 2	
Melanie Sanders – Ward 3	
Patricia Rogers – Ward 4	
ABSENT:	
Johnnie Warren – President	Gary Gottschalk-Mayor
Chris Callender – Ward 1	Jim Climer-Law
Candace Williams – Ward 5	Chief Garratt-Police
Brian Thompson-Finance	Ed Hren – Engineer
Daniel Marinucci-CBO	Carlean Perez-Recreation
Tom Haba-Service	James Schade-Fire Chief
<u>*=Late Arrival</u>	

Meeting opened by Warren at 7:42 pm. **Warren** yielded to Gaither to conduct this meeting. I will not be able to address this Work Session.

2021-09            An ordinance authoring the establishment of an Exterior Home Repair Assistance Program for single-family properties located in the Village.

**Gaither:** I want to make sure each of these (2021-09 and 2021-10) only applies to owner occupied properties.

**Rogers:** That is the way it was set up in Ward 4. **Gaither:** That didn't carry over in these. **Hardin:** In section 2 it states, "participants eligible for the program should be owners of single-family residence". We want to input "owner occupied". **Gaither:** Yes. **Hardin** suggested simplifying the percentage of what the Village will cover in reimbursements to read 75% of the project costs up to \$3,000 total reimbursement of the exterior project.

**Rogers:** We didn't want non-owner-occupied properties to be included. **Hardin:** Section 2 in 2021-09 should read the same as that section in 2021-10. **Clerk:** Got it. **Hardin:** Participation is limited to total yearly expenditure of \$80,000 from 2024 – 2028. **Gaither:** I don't know if that is equitable. Ward 4 has significantly fewer than Ward 2 and Ward 1. **Hardin:** The Building Dept. verified the rental properties and owner-occupied properties in the Village. Based on the study submitted by the Engineer states the following:

Ward 1	258
Ward 2	333
Ward 3	213
Wad 4	244
Ward 5	153 - 25 CMHA = 128

**Rogers:** That is wrong, I have over 300. **Hardin:** this study was done in 2018. **Gaither:** To be equitable and fair every owner occupant in the Village should be entitled to \$3,000 if they want to join the program. **Sanders:** Those numbers don't account for that. \$80,000 between four Wards is \$20,000. **Gaither:** That won't work.

**Sanders:** You will max out at 4.2 houses per year. **Hardin:** Do we want to get an accurate account. I think the Mayor is starting this in 2024 because that is when the bulk of the monies will be available. Ward 4 is coming out of Premier. **Gaither:** It is to start in 2024 for four years. The residents have to compress into that time frame if they want to take advantage of that program. **Gaither:** This is not equitable as it is written. We need to talk to the Finance Director and possibly to Ed Hren for any more relevant facts on the houses in each of the



Wards. The Building Dept. should have accurate figures on rentals. **Hardin:** Should we send this back to administration for the accurate numbers of owner-occupied homes? **Sanders:** The year 2024 is based on funding. **Gaither:** Ward 4 is in the program for four years. **Hardin:** It looks like eight years. It started in 2019 with \$46,923.50 spent and total expended through October 2020 is \$83,254.50. **Gaither:** How many years is Ward 4 getting? **Rogers:** When this program started it was to benefit Ward 4 for taking on this project. It was promised to them at \$135,000 for five years. That is what we discussed and voted on. Now it isn't making other people happy, so you want to change it. I only turned away one person who came in late. I don't know how many didn't participate. What isn't spent goes back to the General Fund. I don't know why we have to change what was originally agreed upon. **Gaither:** You are saying it is from 2019 – 2024? **Rogers:** Yes, but it won't happen this year. We only expended about \$80,000 over two years. **Hardin:** You can do the math. **Rogers:** We already passed it and what isn't spent goes to the General Fund. Why are we looking to change it? It should be what was agreed upon and what was told to residents. **Sanders:** I agree. **Rogers:** It is upsetting. I talked to people as did Deb and the Fire Chief did the same. Now you want to change it. **Hardin:** It isn't us. **Rogers:** Then who is it? **Hardin:** It says \$96,000 landscaping per intersection. Who came up with that? We never passed that, did we? **Rogers:** No. **Hardin:** We will bring this to the Mayor's attention and work through that. He is throwing pork in here and taking away what he told the people into the intersections. **Rogers:** That is something new. **Hardin:** We need to involve the Mayor. If this was promised, so be it. **Rogers:** Now we are talking about a third building. How much more traffic will that bring? **Gaither:** I don't know where the amendment of 2019-22 started from. The intersections are not exterior maintenance. **Hardin:** This is totally different than where we started. **Rogers:** It was 2019-22. Page two says it is amended. I think we should leave it as it was passed. **Hardin:** Taking the intersections out. **Gaither:** The intersections should be separate legislation. **Rogers:** I agree. **Gaither:** We can't pass this new ordinance. **Hardin** asked the Clerk to get these minutes to the Mayor and go from there. **Gaither:** We need accurate figures we are working on supposition right now. How many owner-occupied homes are in the Wards? The ones taken from Ward 5 are CMHA. There may be other rental properties in Ward 5 and other Wards. **Rogers:** I just sent out a newsletter. I did the labels myself for the envelopes and I counted 330. That didn't include a few vacant properties. **Hardin:** You understand \$135,000/year for five years, whatever isn't used goes into the General Fund? **Rogers:** I always understood that. It didn't carry over. That is what I assumed. **Hardin:** That makes sense. **Hardin** asked the Clerk to tell the Mayor this was reviewed and to keep his word to incentivize Ward 4 at what he promised in the original legislation. Whatever we come up with on the other Wards, we want that to be owner occupied. **Gaither:** How many are rentals? **Hardin:** We want it to be reviewed by the Finance Director at the end of each year, whatever isn't used of the \$135,000 goes back into the General Fund. That is only fair. The General Fund is what preceded this program. **Rogers:** I agree. **Hardin:** The intersections do not go with this legislation, that is a separate issue for Council to consider. The Mayor should be here at the next meeting to discuss this. **Rogers:** When you are doing the other Wards, you are doing them all at the same time. The Building Dept. should get someone else to handle these. They won't be able to do it. **Hardin:** I agree. We cannot be successful without a stronger department. If it means additional staffing or revamping of staff because that is a crucial department. It cannot be run haphazardly. **Gaither:** Deb has information to pass onto the Mayor along with a request for him to be at our next meeting to give his input. We should finish Broadway before landscaping the intersections. Broadway is our main street, our downtown. We need to finish that before other parts of the Village. **Rogers:** When you drive through our community it is important to have good roads. I haven't had my road redone in 30 years. Hickory hasn't been done. I'd like them tended to before landscaping. **Gaither:** My street hasn't been done either and I have been here 27 years. We need to bring those issues to the Mayor. I don't know when Oakhill has been done. **Sanders:** It was done a few years back. Parts of Ward 3 roads are a mess. I was told we will know in March. **Hardin:** That is the month in which the streets are accessed. **Gaither** asked if everyone is

comfortable moving forward. **Sanders:** I believe so. **Gaither:** We will send the information forward to the Mayor and get information from the Building Dept. on the rentals in the Village. It is also important to know where the violations are in each Ward. I see something. I saw it last year and reported it then. It is still not fixed. If the Building Dept. is supposed to drive around and access properties. **Sanders:** I am pretty confident that isn't being done. **Rogers:** We were told we were going to get that, but it has been months. **Sanders:** They don't do as many inspections in the winter, I understand that, but he told me last meeting I will get that information to you. **Gaither:** If you are doing that all year, come winter there isn't much to be done. Stuff happens over winter. In the spring you can address what happened over winter. **Sanders:** Right. **Gaither:** We will get it done. This is our Village, and we will keep it nice. People still want to live here. Whenever property goes on the market in Oakwood, it doesn't stay. It goes quickly. **Sanders:** That is any city these days. **Gaither:** Our property stays 2-3 days. It has been that way. We have never had properties that linger on the market for months. **Sanders:** We want to keep it that way. **Gaither:** That is our aim.

2021-10            An ordinance amending Ordinance 2019-22 authorizing the establishment of an Exterior Home Repair Assistance Program for single-family properties located in Ward 4.

Motion to adjourn made by Hardin seconded by Rogers

VOTE: YES: Gaither, Hardin, Rogers, Sanders

Adjourned at 8:14pm

Minutes approved \_\_\_\_\_

\_\_\_\_\_  
Johnnie Warren, Council President

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council