

**THE CITY OF SOUTH EUCLID**

**SCHEDULE OF MEETING**

Monday, February 13, 2023

South Euclid Community Center

8:00 PM

**The Meeting will also be live streamed for Public Access.**

Visit our homepage at [www.cityofsoutheuclid.com](http://www.cityofsoutheuclid.com) to join meeting.

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**1. PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

**3. APPROVAL OF MINUTES: January 9, 2023 & January 23, 2023**

**4. SPECIAL PRESENTATION**

1. Resolution 05-23 In Appreciation To Carol Fiorelli For Her Years Of Dilligent Service To One South Euclid And To The South Euclid Community. First Reading.

**5. REPORT OF MAYOR & DEPARTMENT HEADS**

**6. REPORT OF LAW DIRECTOR**

**7. REPORT OF SCHOOL DISTRICT**

**8. PUBLIC HEARINGS (OPEN MEETING) RELATED TO AGENDA ITEMS**

**9. REPORT OF COUNCIL COMMITTEES**

**10. LEGISLATION REQUESTED BY THE MAYOR AND ADMINISTRATION**

1. Ordinance 05-23 An ordinance providing for the issuance and sale of bonds in the maximum aggregate principal amount of \$3,825,000 to retire outstanding bond anticipation notes of the City issued to pay all or a portion of the costs of constructing, reconstructing, resurfacing, and otherwise improving various streets, parks, and parking lots in the city, together with all necessary appurtenances and related improvements thereto; and declaring an emergency. First Reading.
2. Resolution 06-23 Authorizing the Mayor to advertise for bids for an outdoor structure associated with the proposed South Euclid Food Truck Park civic space in the Mayfield-Green Business District; and declaring an emergency. First Reading.
3. Resolution 07-23 Authorizing all actions necessary to accept the Northeast Ohio Public Energy Council (NOPEC) 2023 Energized Community Grant. First Reading.

4. Resolution 08-23      Authorizing the Mayor to convey certain real property of the City of South Euclid, Ohio to One South Euclid. First Reading.

**11. PUBLIC HEARINGS (OPEN MEETING) RELATED TO OPEN BUSINESS**

**12. COMMUNICATIONS OF CITY COUNCIL**

**13. ADJOURN**

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 05-23  
INTRODUCED BY: Gray  
REQUESTED BY: Mayor

February 13, 2023

A RESOLUTION

IN APPRECIATION TO CAROL FIORELLI FOR HER YEARS OF DILIGENT  
SERVICE TO ONE SOUTH EUCLID AND TO THE SOUTH EUCLID  
COMMUNITY.

WHEREAS, Carol Fiorelli is a lifetime resident of South Euclid and raised her family in the city with her husband, Dennis; and

WHEREAS, the Fiorelli's have generously supported the community by serving the city in a variety of positions, consistently volunteering their time to make the city a better place and making donations to support community events; and

WHEREAS, in 2016, Carol Fiorelli volunteered to serve on One South Euclid's Revitalization Committee; and

WHEREAS, in 2017, Carol joined the board of One South Euclid and also became Chair of the Revitalization Committee; and

WHEREAS, during her tenure as chair, the Revitalization Committee fully established the Build, Grow, Thrive Residential Resale Program to ensure vacant homes and vacant properties are returned to productive reuse; and

WHEREAS, in collaboration with the City and One South Euclid, Carol has played a major role in improving the South Euclid housing market which has seen the median home sales price triple over the past ten years; and

WHEREAS, Carol played a critical role in stimulating the revitalization of the Mayfield-Green Downtown District, including assisting the city and a consultant create a plan for the district in 2018, and founding and chairing the Mayfield-Green Action Committee to work with the city in implementing the plan which will culminate in the creation of a new food truck park in downtown South Euclid in 2023; and

WHEREAS, upon her retirement from the board on February 2, 2023, Carol Fiorelli served admirably for over six years representing the residents of South Euclid.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of South Euclid, Ohio:

Section 1: That the Mayor and Members of Council, for themselves, and on behalf of the people of the City of South Euclid, express their respect and appreciation to Carol Fiorelli for her service to One South Euclid, and her dedication, interest and devotion to the community which has made South Euclid a better place to live and work.

Section 2: That the Clerk be and is hereby directed to furnish an executed copy of this Resolution to Carol Fiorelli.

Section 3: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: That this Resolution shall take effect and be in force from and after the earliest period permitted by law and upon signature of the Mayor.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Ruth I. Gray, President of Council

Approved:

\_\_\_\_\_  
Georgine Welo, Mayor

Attest:

\_\_\_\_\_  
Keith A. Benjamin, Clerk of Council

Approved as to form:

\_\_\_\_\_  
Michael P. Lograsso, Director of Law

THE CITY OF SOUTH EUCLID, OHIO

ORDINANCE NO.: 05-23  
INTRODUCED BY: Gray  
REQUESTED BY: Mayor

February 13, 2023

AN ORDINANCE

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$3,825,000 TO RETIRE OUTSTANDING BOND ANTICIPATION NOTES OF THE CITY ISSUED TO PAY ALL OR A PORTION OF THE COSTS OF CONSTRUCTING, RECONSTRUCTING, RESURFACING, AND OTHERWISE IMPROVING VARIOUS STREETS, PARKS, AND PARKING LOTS IN THE CITY, TOGETHER WITH ALL NECESSARY APPURTENANCES AND RELATED IMPROVEMENTS THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, on March 31, 2021, the City of South Euclid, Ohio (the "City") issued its \$1,638,000 Street Improvement General Obligation Bond Anticipation Notes, Series 2021 (the "Series 2021 Notes") to (a) pay costs of street and related bridge improvements as part of the South Green Multi-Modal Project, including the replacement of the bridge on South Green Road, the resurfacing of South Green Road from Mayfield Road to Monticello Boulevard, the construction of a new sidewalk, and improvements to pedestrian crosswalks, traffic signalization, bicycle lanes, and public transportation systems, together with all necessary appurtenances, (b) pay costs of street improvements along Mayfield Road, including reconstructing and repairing concrete joints along Mayfield Road, (c) pay preliminary engineering expenses for Green Road Phase II street improvements from Mayfield Road to Cedar Road, (d) pay costs of resurfacing Cedar Road from South Green Road to Washington Boulevard, together with all necessary (collectively, the "2021 Street Improvement Projects"), and (e) pay costs of issuance of the Series 2021 Notes; and

WHEREAS, on March 30, 2022, the City issued its \$3,738,000 Street Improvement General Obligation Bond Anticipation Notes, Series 2022 (the "Series 2022 Notes") to (a) retire the Series 2021 Notes, (b) pay costs of resurfacing, constructing, and otherwise improving the following streets, parks, and parking lots in the City, as applicable, together with all necessary appurtenances: (i) South Green Road Phase II improvements from South Green Road to Washington Boulevard, (ii) South Belvoir Boulevard from Monticello Boulevard to Mayfield Road, (iii) Cedar Road from South Green Road to Warrensville Center Road, (iv) various parks and parking lots throughout City parks, including Quarry, Bexley, and Victory Parks, and (v) West Anderson Road (collectively, the "2022 Street Improvement Projects" and, together with the 2021 Street Improvement Projects, the "Projects"), and (c) pay costs of issuance of the Series 2022 Notes; and

WHEREAS, the Series 2022 Notes mature on March 30, 2023; and

WHEREAS, this Council finds and determines that the City should retire, together with other money of the City available for the purpose, the Series 2022 Notes by the issuance of bonds in an aggregate principal amount not to exceed \$3,825,000 (the "Bonds"); and

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified to this Council that the estimated life of the Projects is at least five years and has further certified the maximum maturity of the Bonds;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of South Euclid, Cuyahoga County, Ohio, that:

Section 1. Definitions and Interpretations. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

“Authorized Denominations” means the denomination of \$100,000 or any integral multiple of \$1,000 in excess of \$100,000.

“Bond Proceedings” means, collectively, this Ordinance, the Certificate of Award, and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

“Bond Register” means all books and records necessary for the registration, exchange, and transfer of Bonds as provided in Section 5.

“Bond Registrar” means the initial authenticating agent, bond registrar, transfer agent, and paying agent for the Bonds appointed pursuant to Section 4 until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar Agreement and, thereafter, “Bond Registrar” shall mean the successor Bond Registrar.

“Book-entry form” or “book-entry system” means a form or system under which (a) the ownership of book-entry interests in Bonds and the principal of and interest on Bonds may be transferred only through a book-entry, and (b) physical Bond certificates in fully registered form are issued by the City only to a Depository or its nominee as registered owner, with the Bonds deposited with and maintained in the custody of the Depository or its agent. The book-entry maintained by others than the City is the record that identifies the owners of book-entry interests in those Bonds and that principal and interest.

“Certificate of Award” means the certificate authorized by Section 6, to be executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale, and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

“Closing Date” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“Code” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures, and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures, and determinations pertinent to that Section.

“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 book-entry interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

“Interest Payment Dates” means June 1 and December 1 of each year during which the Bonds are outstanding, commencing on the first such date set forth in the Certificate of Award.

“Original Purchaser” means the purchaser or purchasers as may be designated by the Director of Finance in the Certificate of Award as provided in Section 6.

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

“Principal Payment Dates” means June 1 in each of the years determined by the Director of Finance in accordance with Section 3(b).

“Serial Bonds” means those Bonds designated as such and maturing on the Principal Payment Dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“Term Bonds” means those Bonds designated as such and maturing on the Principal Payment Date or Dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

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 of this Ordinance. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose. It is necessary to issue bonds of this City in a maximum aggregate principal amount of \$3,825,000 (the “Bonds”) to (a) retire the Series 2022 Notes, and (b) pay costs of issuance of the Bonds.

Subject to the limitations set forth in this Ordinance, the aggregate principal amount of the Bonds to be issued, taking into account any original issue discount and/or original issue premium on the sale of the Bonds, the principal maturities of and principal payment schedule for the Bonds, the interest rate or rates that the Bonds shall bear and certain other terms and provisions of the Bonds identified in this Ordinance are subject to further specification or determination in the Certificate of Award upon the finalization of the terms and provisions of the Bonds.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be designated as “Street Improvement General Obligation Bonds, Series 2023” or such other designation as set forth in the Certificate of Award. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The principal amount of the Bonds to be issued shall be determined by the Director of Finance in the Certificate of Award, having due regard to the best interest of and financial advantages to the City. The Bonds shall be dated as of the Closing Date, or such other date as may be established by the Director of Finance in the Certificate of Award.

(a) Interest Rates and Payment Dates. The Bonds shall bear the rate or rates of interest per year (computed on the basis of a 360-day year consisting of twelve 30-day months), as specified by the Director of Finance in the Certificate of Award. Interest on the Bonds shall be payable on each Interest Payment Date until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date. The true interest cost on the Bonds shall not exceed 5% per annum.

(b) Principal Payment Schedule. The Bonds shall mature serially or annually on such dates and in such principal amounts as is fixed by the Director of Finance in the Certificate of Award. Consistent with the provisions of this Section 3(b) and in accordance with that officer’s determination of the best interest of and financial advantages to the City, the Director of Finance shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued, (ii) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the principal amount of those Bonds that shall be stated to mature on each such Principal Payment Date, and (iii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount of the Bonds that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (“Mandatory Redemption Dates”) and the principal amount of those Term Bonds that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person’s address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date (the “Regular Record Date”). Any interest not timely paid (the “Defaulted Interest”) shall cease to be payable to the person who is the Holder as of the Regular Record Date and shall be payable to the

person who is the Holder at the close of business on a special record date for the payment of such defaulted interest. Such Special Record Date (the "Special Record Date") shall be fixed by the Council whenever moneys become available for payment of the Defaulted Interest, and the Bond Registrar shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, not less than 10 days prior thereto to each Holder at its address as it appears on the Bond Register. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book-entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Director of Finance, in the name and on behalf of the City, in connection with the book-entry system.

(d) Redemption Provisions. Except as otherwise provided in the Certificate of Award consistent with the determination by the Director of Finance of the best interest of and financial advantages to the City, the Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Mandatory Redemption Dates, for which provision is made in the Certificate of Award (such Mandatory Redemption Dates and amounts, the "Mandatory Sinking Fund Redemption Requirements").

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on the Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Mandatory Redemption Date the principal amount of Term Bonds payable on that Mandatory Redemption Date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as described below).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered. That option shall be exercised by the City on or before the 30th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Director of Finance, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Director of Finance, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount of that Term Bond against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. If determined in the Certificate of Award to be in the best interest of and financially advantageous to the City, the Bonds or portions of the Bonds as designated and set forth in the Certificate of Award shall be subject to prior redemption by and at the sole option of the City, in whole or in part on any date, in integral multiples of \$5,000 at the optional redemption dates and at the redemption prices (expressed as a percentage of the principal

amount redeemed) specified in the Certificate of Award plus, in each case, accrued interest to the redemption date, provided the highest redemption price shall not be greater than 103%; and provided, further that any Bonds not redeemed shall be in Authorized Denominations.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions of those Term Bonds, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Director of Finance to the Bond Registrar, given upon the direction of this Council by adoption of a resolution or passage of an ordinance. That notice shall specify the redemption date and the principal amount of each maturity of Bonds to be redeemed, and shall be given to the Bond Registrar at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for redemption at one time, they may be called in any order of their maturities, and if fewer than all Bonds of a single maturity are to be redeemed, the selection of Bonds to be redeemed, or portions of the Bonds in Authorized Denominations, shall be made by lot by the Bond Registrar in any manner which the Bond Registrar may determine. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than the Authorized Denominations are then outstanding, each Authorized Denomination shall be treated as though it were a separate Bond of an Authorized Denomination. If it is determined that one or more, but not all of the Authorized Denominations of principal amount represented by a Bond are to be called for redemption, then upon notice of redemption of Authorized Denominations unit or units, the registered owner of that bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the Authorized Denomination unit or units called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner of that Bond, of a new Bond or Bonds of any Authorized Denominations or denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers, or other distinguishing marks, the Bonds or portions of the Bonds to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the fifteenth day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph of this Ordinance, the Bonds and portions of the Bonds called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Section 3(c), upon presentation and surrender of those Bonds at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions of the Bonds to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as described above, then from and after the redemption date those Bonds and portions of those Bonds called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or

that notice shall not have been deposited in the mail as described above, those Bonds and portions of those Bonds shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners of those Bonds and shall be paid to them, respectively, upon presentation and surrender of those Bonds, provided that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities, provided that either or both of those signatures may be a facsimile. In the absence of the Mayor, the Bonds must be signed by the President of Council and, in the absence of Director of Finance, the Bonds must be signed by any assistant Director of Finance. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, shall be numbered as determined by the Director of Finance in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to Chapter 133 of the Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The Director of Finance is appointed to act as the Bond Registrar. If required by the Original Purchaser, the Director of Finance may choose a bank or trust company to act as Bond Registrar. In that case, the Director of Finance shall sign and deliver, in the name and on behalf of the City, a Bond Registrar Agreement between the City and the Registrar (the "Agreement"). The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Agreement from the proceeds of the Bonds to the extent available and then from other moneys lawfully available and appropriated or to be appropriated for that purpose.

Section 5. Registration; Transfer and Exchange; Book-Entry System.

(a) Bond Registrar. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register. Subject to the provisions of Section 3(c) and Section 6, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Subject to any requirements of book-entry form during any period in which the Bonds are in book-entry form, any Bond may be (i) exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar, and (ii) transferred only on the Bond Register upon presentation and surrender of the Bond at the office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmaturing principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the

Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book-Entry System. Notwithstanding any other provisions of this Ordinance, if the Director of Finance determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book-entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book-entry system and, if and so long as a book-entry system is utilized, (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity and registered in the name of the Depository or its designated nominee, as registered owner, and deposited with and retained in the custody of the Depository or its agent, which may be the Bond Registrar; (ii) the owners of book-entry interests in Bonds shall not have any right to receive Bonds in the form of physical securities or certificates; (iii) ownership of book-entry interests in Bonds shall be shown by book-entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of book-entry interests shall be made only by book-entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds 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 book-entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form to be authenticated by the Bond Registrar 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 City action or inaction, of those persons requesting such issuance.

The Director of Finance is also 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 Bonds, including the execution of a Blanket Issuer Letter of Representations in the form utilized by The Depository Trust Company.

Section 6. Sale of the Bonds. The Bonds shall be sold at private sale to a financial institution or other entity or person in a private placement and shall be awarded by the Director of Finance to the entity noted in the Certificate of Award (the "Original Purchaser") at a purchase price not less than 97% of the aggregate principal amount of the Bonds plus any accrued interest on the Bonds from their date to the Closing Date, as shall be determined by the Director of Finance in the Certificate of Award, and shall be awarded by the Director of Finance with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance. The Director of Finance may enter into a bond placement agreement or similar agreement with a placement agent for the private placement of the Bonds.

The Director of Finance shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, 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 City officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements, and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

The proceeds from the sale of the Bonds, except the accrued interest or any premium received by the City on the sale of the Bonds, shall be paid into the proper fund and used for the purpose for which the Bonds are being issued under the provisions of this Ordinance and may be used to pay those certain costs set forth in Section 133.15(B), Ohio Revised Code; any such costs also may be paid out of any other lawfully available moneys of the City and any such costs which are future financing costs may be paid from the same sources from which the principal of and interest on the Bonds are paid. The accrued interest and any premium received by the City shall be paid into the Bond Retirement Fund to be applied to the payment of the principal and interest of the Bonds in the manner provided by law.

Section 7. Provisions for Tax Levy. For the purpose of providing the necessary funds to pay the interest on the foregoing issue of Bonds promptly when and as the same falls due, and also to provide a fund sufficient to pay the principal of the Bonds when due, there shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. 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 Bonds when and as the same fall due; provided, however, that in each year to the extent that revenues are available from other sources for the payment of debt charges on the Bonds and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such revenues so available and appropriated.

Section 8. Federal Tax Considerations. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for the issuance of the Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on the Bonds.

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

Each covenant made in this section with respect to the Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Bonds.

Section 9. Qualified Tax-Exempt Obligations. The Bonds are designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code and to the extent any portion of the Bonds are not so deemed designated, the Director of Finance may so designate such portion in the Certificate of Award. The City covenants that the City, having no "subordinate entities" with authority to issue obligations within the meaning of that Section of the Code, in or during the

calendar year in which the Bonds are issued, (i) will not designate as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code tax-exempt obligations, including the Bonds, in an aggregate principal amount in excess of \$10,000,000 and (ii) will not issue tax-exempt obligations within the meaning of Section 265(b)(4) of the Code, including the Bonds (but excluding any qualified 501(c)(3) bonds as defined in Section 145 of the Code and any obligations that are private activity bonds as defined in Section 141 of the Code), in an aggregate principal amount exceeding \$10,000,000, unless the City receives an opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not cause the Bonds to cease to be “qualified tax-exempt obligations.”

Section 10. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver promptly a certified copy of this Ordinance and a signed copy of the Certificate of Award to the County Fiscal Officer.

Section 11. Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid, and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds 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 7) of the City are pledged for the timely payment of the debt charges on the Bonds; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of the Revised Code, the Charter of the City, this Ordinance, the Certificate of Award, and other authorizing provisions of law.

Section 12. Retention of Bond Counsel and Placement Agent. In connection with the issuance of the Bonds, the legal services of Calfee, Halter & Griswold LLP, as bond counsel, are retained. 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 this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality, or other political subdivision, or of this City, or the execution of public trusts.

The services of Robert W. Baird and Co. Incorporated, as placement agent, are retained. Those services include soliciting proposals from potential purchasers of the Bonds and negotiating the terms of the purchase of the Bonds by the Original Purchaser. In rendering those services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality, or other political subdivision, or of this City, or the execution of public trusts.

Section 13. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including the City’s Charter, codified ordinances and applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 14. 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 City, and for the further reason that this Ordinance is required to be immediately effective in order to retire the Series 2022 Notes and preserve the credit of the City and to promptly sell the Bonds to take advantage of current market rates; and provided it receives the affirmative vote of three-fourths of all members of Council, this Ordinance shall take effect and be in force immediately upon its passage by the Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Ruth I. Gray, President of Council

Attest:

Approved:

\_\_\_\_\_  
Keith A. Benjamin, Clerk of Council

\_\_\_\_\_  
Georgine Welo, Mayor

Approved as to form:

\_\_\_\_\_  
Michael P. Lograsso, Director of Law

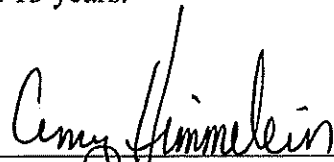
FISCAL OFFICER'S CERTIFICATE

City of South Euclid, Ohio  
February 6, 2023

TO THE COUNCIL OF THE CITY OF SOUTH EUCLID, OHIO

The undersigned, as fiscal officer of the City of South Euclid, Ohio, as defined in Section 133.01 of the Ohio Revised Code, certifies as follows in connection with your proposed issue of general obligation bonds in a principal amount not to exceed \$115,000 (the "Bonds") to pay (a) costs of resurfacing Cedar Road from South Green Road to Washington Boulevard, together with all necessary appurtenances (collectively, the "Cedar Road Improvement Project") and (b) issuance costs:

1. The estimated life or period of usefulness of the Cedar Road Improvement Project is at least five years.
2. The maximum maturity of the Bonds, calculated in accordance with the provisions of Section 133.20, Ohio Revised Code, is 15 years.

  
\_\_\_\_\_  
Director of Finance  
City of South Euclid, Ohio

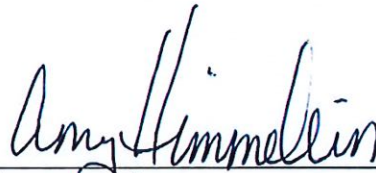
FISCAL OFFICER'S CERTIFICATE

City of South Euclid, Ohio  
February 6, 2023

TO THE COUNCIL OF THE CITY OF SOUTH EUCLID, OHIO

The undersigned, as fiscal officer of the City of South Euclid, Ohio, as defined in Section 133.01 of the Ohio Revised Code, certifies as follows in connection with your proposed issue of general obligation bonds in a principal amount not to exceed \$1,560,000 (the "Bonds") to pay (a) costs of street and related bridge improvements as part of the South Green Multi-Modal Project, including the replacement of the bridge on South Green Road, the resurfacing of South Green Road from Mayfield Road to Monticello Boulevard, the construction of a new sidewalk, and improvements to pedestrian crosswalks, traffic signalization, bicycle lanes, and public transportation systems, together with all necessary appurtenances, (b) costs of street improvements along Mayfield Road, including reconstructing and repairing concrete joints along Mayfield Road, (c) preliminary engineering for Green Road Phase II street improvements from Mayfield Road to Cedar Road (collectively, the "2021 Street Improvement Projects"), and (d) issuance costs:

1. The estimated life or period of usefulness of the 2021 Street Improvement Projects is at least five years.
2. The maximum maturity of the Bonds, calculated in accordance with the provisions of Section 133.20, Ohio Revised Code, is at least 20 years, since my estimate if and to the extent a portion of the proceeds of the Bonds may be determined to be allocated to a class or classes having a maximum maturity of less than 20 years but in excess of five years, then the maximum maturity of the Bonds would still be at least 20 years by virtue of the fact that a sufficient portion of the proceeds of the Bonds are allocated to a class or classes having a maximum maturity or an estimated period of usefulness in excess of 20 years.



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Director of Finance  
City of South Euclid, Ohio

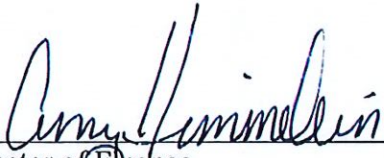
FISCAL OFFICER'S CERTIFICATE

City of South Euclid, Ohio  
February 6, 2023

TO THE COUNCIL OF THE CITY OF SOUTH EUCLID, OHIO

The undersigned, as fiscal officer of the City of South Euclid, Ohio, as defined in Section 133.01 of the Ohio Revised Code, certifies as follows in connection with your proposed issue of general obligation bonds in a principal amount not to exceed \$2,150,000 (the "Bonds") to pay (a) costs of resurfacing, constructing, and otherwise improving the following streets, parks, and parking lots in the City, as applicable, together with all necessary appurtenances: (i) South Green Road Phase II improvements from South Green Road to Washington Boulevard, (ii) South Belvoir Boulevard from Monticello Boulevard to Mayfield Road, (iii) Cedar Road from South Green Road to Warrensville Center Road, (iv) various parks and parking lots throughout City parks, including Quarry, Bexley, and Victory Parks, and (v) West Anderson Road (collectively, the "2022 Street Improvement Projects"), and (b) issuance costs:

1. The estimated life or period of usefulness of the 2022 Street Improvement Projects is at least five years.
2. The maximum maturity of the Bonds, calculated in accordance with the provisions of Section 133.20, Ohio Revised Code, is 15 years.

  
\_\_\_\_\_  
Director of Finance  
City of South Euclid, Ohio

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 06-23  
INTRODUCED BY: Gray  
REQUESTED BY: Mayor

February 13, 2023

A RESOLUTION

AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR AN OUTDOOR STRUCTURE ASSOCIATED WITH THE PROPOSED SOUTH EUCLID FOOD TRUCK CIVIC SPACE IN THE MAYFIELD-GREEN BUSINESS DISTRICT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED by the Council of the City of South Euclid, Ohio:

Section 1: That the Mayor is hereby authorized to prepare the necessary plans, specifications, and advertise for bids for an outdoor structure associated with the proposed South Euclid Food Truck Civic Space in the Mayfield-Green Business District in the City of South Euclid, Ohio.

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 28, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: That this Resolution is deemed to be an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of the residents and for the further reason that advertising for bids as early as possible will likely obtain the best results for the City. This Resolution shall take effect upon passage and approval.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Ruth I. Gray, President of Council

Attest:

Approved:

\_\_\_\_\_  
Keith A. Benjamin, Clerk of Council

\_\_\_\_\_  
Georgine Welo, Mayor

Approved as to form:

\_\_\_\_\_  
Michael P. Lograsso, Director of Law

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 07-23  
INTRODUCED BY: Gray  
REQUESTED BY: Mayor

February 13, 2023

A RESOLUTION

AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2023 ENERGIZED COMMUNITY GRANT.

WHEREAS, the City of South Euclid, Ohio (the "CITY" or VILLAGE" or "GRANTEE") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2023 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the GRANTEE wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to this Council to receive one or more NEC Grant(s).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of South Euclid, Ohio:

Section 1: That this Council of the GRANTEE (the "Council") finds and determines that it is in the best interest of the GRANTEE to enter into the Grant Agreement to accept the NEC Grant(s) for 2023, and authorizes the Mayor to execute the Grant Agreement to accept the NEC Grant(s) funds.

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: This Resolution shall take effect and be in full force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Ruth I. Gray, President of Council

Attest:

Approved:

\_\_\_\_\_  
Keith A. Benjamin, Clerk of Council

\_\_\_\_\_  
Georgine Welo, Mayor

Approved as to form:

\_\_\_\_\_  
Michael P. Lograsso, Director of Law

## NOPEC 2023 ENERGIZED COMMUNITY

### GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and City of South Euclid, Cuyahoga County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2023 Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2023 Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for qualified use in accordance with the program policies must be submitted by November 30, 2025. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2023 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2023, and shall expire on December 31, 2023, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants.

The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:  
Charles W. Keiper, II  
President

NOPEC, Inc.  
31360 Solon Road  
Suite 33  
Solon, OH 44139

In case of Grantee, to:

Georgine Welo  
Mayor  
City of South Euclid  
1349 South Green Road  
South Euclid, OH 44121

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its Planning & Development Director, Michael Love, to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

*[Signature Page to Follow.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

**GRANTEE:**

**City of South Euclid, Ohio**

**GRANTOR:**

**NOPEC, INC.**

Individual Authorized by Grantee's  
Legislation

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 08-23  
INTRODUCED BY: Gray  
REQUESTED BY: Mayor

February 13, 2023

A RESOLUTION

AUTHORIZING THE MAYOR TO CONVEY CERTAIN REAL PROPERTY OF THE CITY OF SOUTH EUCLID, OHIO TO ONE SOUTH EUCLID.

WHEREAS, the City of South Euclid is the owner of certain parcels of vacant land as defined in Exhibit A attached hereto; and

WHEREAS, the subject parcels were deeded to the City of South Euclid through the tax foreclosure process; and

WHEREAS, the Council of the City of South Euclid has, upon study and consideration, determined that said parcels do not serve and are not needed for any municipal purpose; and

WHEREAS, in accordance with the agreement for professional services, the City's Community Development Corporation, One South Euclid, has the ability to dispose of the subject parcels and return the land to productive use.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of South Euclid, Ohio:

Section 1: That the Council has determined the subject parcels do not serve any municipal purpose.

Section 2: That the Mayor be and she is hereby authorized to convey said parcels of real property (as shown on Exhibit A attached hereto) to the City's Community Development Corporation, One South Euclid, in order to dispose of the properties and return the land to productive use.

Section 3: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in full force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Ruth I. Gray, President of Council

Attest:

Approved:

\_\_\_\_\_  
Keith A. Benjamin, Clerk of Council

\_\_\_\_\_  
Georgine Welo, Mayor

Approved as to form:

\_\_\_\_\_  
Michael P. Lograsso, Director of Law

**EXHIBIT A**

Parcel of vacant land to be conveyed to One South Euclid

<b>PP#</b>	<b>Address</b>	<b>Street Name</b>
701-07-021	0	South Belvoir Blvd.
701-07-022	158	South Belvoir Blvd.
704-13-042	4048	Wilmington Road