

**VILLAGE OF SEBRING, OHIO**

**ORDINANCE 25-2021**

**SPONSORED BY: G. CRINE (Finance Committee)**

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**AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO ENTER  
INTO A REVOLVING LOAN FOR \$7,700.00 WITH 15 NORTH JOHNSON  
REALTY LLC. AND DECLARING AN EMERGENCY**

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**Whereas**, Council has adopted Ordinance 33-05 designating Revolving Loan Fund #712; and

**Whereas**, 15 North Johnson Realty LLC has made an application for a revolving loan; and

**Whereas**, the Village Manager has approved the loan application;

**NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF  
SEBRING AS FOLLOWS:**

**SECTION I::** The Village Manager and the Finance Director are authorized to enter into a revolving loan with 15 North Johnson Realty, LLC in accordance with the note and mortgage attached hereto as Exhibit's "A" and "B".

**SECTION 2: OPEN MEETINGS**

It is found and determined that all formal actions of this council relating to the passage of this ordinance were adopted in an open meeting of this council, and any of any of its committees which resulted in such formal actions were made in compliance with all legal requirements, including those of section 121.22 of the Ohio Revised Code, all pursuant to Section 3.11 of the Charter of the Village of Sebring.

**SECTION 3 EMERGENCY**

This ordinance is declared to be an emergency to promote the general health, safety, and welfare of the citizens of the Village of Sebring and specifically to permit the improvement of the property owned by 15 North Johnson Realty.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2021

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James J. Harp  
Mayor/President of Counsel

Attest:

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Acting Clerk of Council

Approved as to form:



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Gary L. Van Brocklin  
Village Solicitor

**CERTIFICATE OF PUBLICATION:**

I, the undersigned Clerk of Council of the Municipality of Sebring, Ohio, hereby certify that the foregoing (Ordinance or Resolution) was posted in a prominent place at the Municipal Building, Sebring, Ohio, for seven (7) continuous days, to wit:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Clerk of Council

# Promissory Note

**\$7,700.00**

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

For value received, the undersigned, 15 North Johnson Realty, L.L. C. agrees to pay to the order of the Village of Sebring, the sum of Seven Thousand Seven Hundred and No 00/100 Dollars, with interest at the rate of zero percent (0%) percent per annum, payable: The principal to be due and payable: on the first day of July 2021 and on the first of each succeeding month until paid

Both principal and interest are to be payable at 135 East Ohio Avenue, Sebring, Ohio 44672 Attention Finance Department or at any other place hereafter designated by the holder.

Any holder hereof without notice to anyone may declare the entire debt due after ten days continuous default in the payment of any installment of principal or interest or in the performance or observance of any covenant or condition contained in the mortgage securing this note. Upon such declaration, the entire debt shall be immediately due and payable. The maker does hereby waive presentment and notice of dishonor.

Overdue installments of interest and principal shall bear interest at the rate of 10 percent per annum, payable monthly.

This note is secured by a mortgage from the maker to the payee upon the premises known or designated as 15 North Johnson Street, Sebring Ohio 44672.

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15 North Johnson Realty, L.L.C. by  
William J. Doolan Member

# Mortgage Deed

**KNOW ALL MEN BY THESE PRESENTS THAT**, 15 North Johnson Realty, L.L.C. the Grantor, for the consideration of Ten and 00/100 Dollars (\$10.00) received to its full satisfaction of, the Grantee, Village of Sebring does hereby give, grant, bargain, sell and convey unto the said Grantee, its heirs and assigns, the following described premises, known as, situated in the Village of Sebring, County of Mahoning, and State of Ohio: **known as being Lots 2536 and 2537 as the same are marked, numbered and distinguished on the Annexation Plat, as said Plat is recorded in Plat Book Volume 106m Page 54, formerly Lot Number 33 in the replat of Lot Number 20 and Lot 34 in the replat of Lot Number 19 of the Acre Farms Allotment in the southeast quarter of Section 28, Smith Township, Mahoning County Records. Subject to a Mortgage granted to Robert J. Rouse and Sharon Rouse, at OR 5874 P 98 Mahoning County Record of Deeds and subject to easements, oil and gas leases, conditions and restrictions of record if any.**

Parcel Nos. 21-014-0-004.01-1 and 21-014-0-001.00-1.

**TO HAVE AND TO HOLD** the above-granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its heirs and assigns forever. Furthermore, the said Grantor, for itself, and its heirs, executors and administrators, covenants with the said Grantee, Village of Sebring its heirs and assigns, that at and until the signing of this Mortgage Deed the Grantee is well seized of the above-described premises, as good and indefeasible in fee simple, and has good right and title to bargain and sell the same in manner and form as above written, and that the same are free from all encumbrances whatsoever, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable.

**AND THAT** said Grantor will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its heirs and assigns, against all lawful claims and demands whatsoever except as stated hereinabove. And for valuable consideration the said Grantor hereby remises, releases and forever quit-claims unto the said Grantee, its heirs and assigns, all its rights and expectancy of Dower in the above-described premises.

**THE CONDITION OF THIS MORTGAGE DEED** is such that the said Grantor executed and delivered to the said Grantee a Promissory Note, of even date, payable on terms and conditions stated therein, and said Promissory Note is incorporated herein by reference.

**THIS MORTGAGE DEED IS SUBJECT TO THE STATUTORY CONDITIONS**  
set forth in Section 5302.14 of the Ohio Revised Code, to wit:

Provided, nevertheless, except as otherwise specifically stated herein, that if the Mortgagor, or his heirs, executors, administrators, assigns, or successors, shall pay unto the Mortgagee or his executors, administrators, assigns, or successors, the principal and interest secured by the mortgage, and shall perform all other obligations secured by the mortgage, and shall perform the condition of any prior mortgage, and until such payment and performance shall pay when due and payable all taxes and assessments on the mortgaged premises, shall keep the buildings on said premises insured against fire and other hazards commonly known as Extended Coverage Risks in a sum not less than the amount secured by the mortgage or as otherwise provided therein for the benefit of the Mortgagee and his executors, administrators, assigns, and successors, in a company or companies authorized to write insurance business in the state of Ohio and acceptable to the Mortgagee, shall pay all premiums therefor, and deliver all policies therefor, to the Mortgagee or his executors, administrators, assigns, or successors, and, at least two days before the expiration of any policy on said premises, shall deliver to him or them a new and sufficient policy to take the place of the one so expiring; and shall not commit or suffer any waste of the mortgaged premises or any breach of any covenant contained in the mortgage or in any prior mortgage, then the mortgage shall be void

**NOW THEREFORE**, if the said Grantor, its heirs, assigns, executors or administrators, shall pay the aforesaid Promissory Note according to the terms and conditions thereof, to the said Grantee, its heirs or assigns, then this Mortgage Deed shall be void; otherwise, the same shall remain in full force and effect with existing law.

**IN WITNESS WHEREOF**, the Grantor hereunto set its hand this \_\_\_\_\_ day of  
2021

**GRANTOR:**

15 North Johnson Realty, L.L.C. by  
William J. Doolan

STATE OF OHIO )  
MAHONING COUNTY ) SS:  
 )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared the above named Grantor and acknowledged that it did sign this instrument and the same is its free act and deed.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021. This is an acknowledgment clause. No oath or affirmation was administered to the signer(s).

(SEAL)

\_\_\_\_\_  
GARY L. VAN BROCKLIN



**This Instrument Prepared By:**

Gary L. Van Brocklin, Atty. Reg. No. 0032064  
Attorney at Law  
135 East Ohio Ave.  
Sebring, OH 44672  
(330) 938-9340 ext. 212  
[lawdirector@sebringohio.net](mailto:lawdirector@sebringohio.net)

**VILLAGE OF SEBRING, OHIO**

**ORDINANCE 26-2021**

**SPONSORED BY: G. CRINE (Finance Committee)**

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**AN ORDINANCE AMENDING ORDINANCE #33-05 AND DECLARING  
AN EMERGENCY**

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**Whereas**, Council has adopted Ordinance 33-05 designating Revolving Loan Fund #712; and

**Whereas**, the Village Solicitor has recommended an amendment to this ordinance; and

**Whereas**, it is necessary for the Village use due diligence in reviewing loan applications.

**NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF  
SEBRING AS FOLLOWS:**

**SECTION 1:** New Section 4 is added to the ordinance which shall read: "All loan applications require a Five Hundred Dollar \$(500.00) fee which shall be added to the principal of the loan if the loan is granted by the Village Manager. Any applications which are rejected will be billed directly for the Five Hundred Dollar \$(500.00) application which shall then be due and payable in thirty days from the notice of rejection of the loan application.

**SECTION 2:** Immediately upon acceptance of the loan application the Finance Director shall prepare an amortization schedule and open a file for each loan. All loan payments shall be paid into Fund # 712 and recorded on the books of the Village. Should a loan be delinquent ten or more days the Finance Director shall immediately notify the Village Solicitor, who shall take all steps necessary to collect the note and mortgage.

If the loan is paid according to the terms of the note the Finance Director shall notify the Village Solicitor to prepare a satisfaction of the Mortgage and forward it to the borrower(s),

**SECTION 3: OPEN MEETINGS**

It is found and determined that all formal actions of this council relating to the passage of this ordinance were adopted in an open meeting of this council, and any of any of its committees which resulted in such formal actions were made in compliance with all legal requirements, including those of section 121.22 of the Ohio Revised Code, all pursuant to Section 3.11 of the Charter of the Village of Sebring.

## **SECTION 4 EMERGENCY**

This ordinance is declared to be an emergency to promote the general health, safety, and welfare of the citizens of the Village of Sebring.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

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James J. Harp  
Mayor/President of Counsel

Attest:

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Acting Clerk of Council

Approved as to form:

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Gary L. Van Brocklin  
Village Solicitor

## **CERTIFICATE OF PUBLICATION:**

I, the undersigned Clerk of Council of the Municipality of Sebring, Ohio, hereby certify that the foregoing (Ordinance or Resolution) was posted in a prominent place at the Municipal Building, Sebring, Ohio, for seven (7) continuous days, to wit:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Clerk of Council

**VILLAGE OF SEBRING, OHIO**

**RESOLUITON 27-2021**

**SPONSORED BY: M. ABEREGG (Safety Committee)**

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**A RESOLUTION AUTHORIZING AND DIRECTING THE  
VILLAGE MANAGER TO ENTER INTO A MUTUAL AID  
AGREEMENT FOR MAHONING /  
COLUMBIANA/TRUMBULL COUNTY LAW  
ENFORCEMENT AGENCIES FOR POLICE PROTECTION**

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**WHEREAS** the counties and various cities, villages and townships have a desire to enter into a mutual assistance agreement for police protection; and

**WHEREAS** the Village Council deems it in the best interest of the citizens of Sebring to join with the other municipalities, townships and counties in such an agreement.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE  
MUNICIPALITY OF SEBRING, MAHONING COUNTY, OHIO:**

**Section 1:** That the Municipal Manager is hereby authorized and directed to enter into the Mahoning/Columbiana/Trumbull County Local Government Mutual Aid Agreement for Law Enforcement, a copy of which is attached hereto and made a part hereof.

**Section 2:** That it is found and determined that all formal actions of this Council relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council, and of any of its committees which resulted in such formal actions were made in compliance with all legal requirements, including those of section 121.22 of the Ohio Revised Code, all pursuant to Section 3.11 of the Charter of the Village of Sebring.

**Section 3:** That this Resolution shall take effect and be in force at the earliest period allowed by law.

PASSED on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

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James J. Harp  
Mayor/President of Council

ATTEST:

Clerk of Council

APPROVED AS TO LEGAL FORM:

  
Gary L. Van Brocklin  
Solicitor

**CERTIFICATE OF PUBLICATION:**

I, the undersigned Clerk of Council of the Municipality of Sebring, Ohio, hereby certify that the foregoing (Ordinance or Resolution) was posted in a prominent place at the Municipal Building, Sebring, Ohio, for seven (7) continuous days, to wit:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Clerk of Council

**MAHONING/COLUMBIANA/TRUMBULL COUNTY LOCAL GOVERNMENT  
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT**

THE UNDERSIGNED local governments and law enforcement agencies (hereinafter the Agency or Agencies) in Mahoning, Columbiana, and Trumbull Counties, Ohio, have entered this mutual aid agreement pursuant to Sections 505.431,737.041, and 3345.041 of the Revised Code and pursuant to any other applicable local government authority including home-rule. This agreement has been executed for the purpose of providing reciprocal police services across jurisdictional lines to enhance the capabilities of law enforcement to protect citizens and property throughout Mahoning, Columbiana, and Trumbull Counties. Each undersigned local government Agency acknowledges the adoption of and shall provide a certified copy of a resolution by the appropriate legislative authority authorizing the terms of this agreement, authorizing the provision of police services to any other Agency pursuant to the terms of Section 505.431,737.041 and 3345.041 of the Ohio Revised Code and authorizing those police department members acting outside of their jurisdiction to exercise full police authority within the jurisdiction of any other Agency who is participating in this Agreement.

The undersigned Agencies shall provide and exchange the full array of police services to and from any of the other Agencies without limitation but generally in accord with the following guidelines.

**I. COOPERATIVE ENFORCEMENT WITHOUT REQUEST**

The Agencies recognize related criminal activities routinely occur across jurisdictional lines and that cooperation between Agencies can increase the effectiveness of law enforcement throughout Mahoning, Columbiana, and Trumbull County. Any Agency may proceed without request from a cooperating Agency generally according to the following guidelines:

**A. In-Progress Crime Assistance Without Request**

Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the

officer's home jurisdiction but within the jurisdiction of a cooperating Agency, the officer may make arrests according to law and take any measures necessary to preserve the crime scene. Control of any arrested person, evidence and the crime scene shall be relinquished to the first available officer from the jurisdiction within which the crime took place. The arresting officer may immediately transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger himself or others or threaten the preservation of any evidence.

## **II. INVESTIGATION OUTSIDE ORIGINAL JURISDICTION**

On-duty officers from one Agency may, without request or prior notice, continue to conduct investigations that originate within their home jurisdiction into the jurisdiction of any cooperating Agency. If enforcement action is anticipated, the location and nature of the investigation will be reported to the appropriate cooperating Agency. Subsequent arrests, search warrant service or similar police actions will be coordinated with the affected Agency.

## **III. INDEPENDENT POLICE ACTION**

The police department of any cooperating Agency may provide police protection service to any other cooperating Agency. Each cooperating Agency that is a party to this contract shall provide a certified copy of a resolution adopted by the appropriate legislative authority that authorized both the provision and receipt of such services by each cooperating Agency. Such certified copies shall be kept on file with the original of this contract in a location to be agreed upon by the Agencies.

## **IV. OPERATION ASSISTANCE UPON REQUEST**

The Agencies recognize that special public safety incidents occasionally occur that require the services of additional law enforcement personnel. Such additional services may be provided by or to any cooperating Agency, generally according to the following guidelines:

### **A. Dangerous Criminal Activity**

Whenever one Agency reports criminal activity and that Agency is unable to provide the immediate response necessary to prevent death, serious physical harm or substantial property loss as a result of said criminal activity, that Agency may request police assistance services of any nature from any other Agency.

B. Searches for Fugitive or Wanted Persons

When one Agency is conducting a search for a fugitive person whose presence is reasonably believed to be within the Agency jurisdiction and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to said fugitive, that Agency may request police assistance services from any other Agency.

C. Traffic Control Assistance

Where an incident occurs on or near a roadway creating the imminent danger of a traffic accident, assistance from a cooperating Agency may be provided upon request of the affected jurisdiction.

V. GENERAL POLICE SERVICE

A. Any incident may form the basis for the request of police protection services from one or more cooperating Agencies to another when police assistance is reasonably necessary to protect the safety of persons and property.

B. Police services assistance including routine patrol services may be requested and supplied by cooperating Agencies for special events or other circumstances over extended periods.

VI. GENERAL TERMS AND PROCEDURES

A. A request for police services assistance will be made by the commander of the law enforcement Agency, or his designee. The designee must be of a supervisory rank, or the senior shift officer, when no supervisor is present.

B. A cooperating Agency will provide police services assistance only to the extent that the personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The commander of the law enforcement Agency, or his designee, will have the sole authority to determine the amount of personnel and

equipment, if any, available for assistance. There shall be no liability, responsibility or cause of action between or among the parties if assistance is denied, delayed, inadequate, or subsequently recalled, or if furnished assistance is not needed upon arrival.

C. Whenever the law enforcement employees of one cooperating Agency are providing police services in or to another cooperating agency pursuant to the authority contained in this agreement, other legislative authority or state law, such employees will have the same power, duties, rights and immunities as if taking action within the territory of their employing Agency, subject to the terms of this agreement.

D. Whenever the law enforcement employees of one cooperating Agency are providing police services upon request to another cooperating Agency, they will be under the lawful direction and authority of the commanding law enforcement officer of the Agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies and rules and regulations of their employing Agency at all times.

E. Police services assistance can be initiated by any on-duty officer who has probable cause to believe a crime is in progress. Such police services assistance can also be initiated by any on-duty officer who becomes aware of a traffic accident, the need for traffic control, a suspected DUI, a serious traffic violation or other circumstance requiring law enforcement intervention in another cooperating Agency jurisdiction. The officer must contact his immediate supervisor to enable that supervisor to authorize and direct actions taken by the officer.

F. An on-duty officer initiating police services assistance will notify a law enforcement officer from the affected cooperating Agency as soon as possible. The assisted cooperating Agency will relieve the officer as soon as possible when appropriate.

G. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits will be the responsibility of the employing Agency, unless the requesting Agency is reimbursed for such costs from any other source. Each Agency shall be responsible for the negligence of its employees to the extent specified by law. The local law enforcement Agencies which are parties to this Agreement will not indemnify and hold harmless any Agency participating in this Agreement for any damages awarded by the Court or Claims in any civil action arising

from any action or omission of any officer of any Agency participating in this Agreement pursuant to this Agreement.

H. Each cooperating Agency shall be responsible for any costs arising from the loss of or damage to the Agency's equipment or property while providing police assistance services within any other cooperating Agency.

I. Any Agency may revoke its future obligations hereunder only upon sixty (60) days written notice to each of the other cooperating Agencies by registered mail.

J. Personnel of the Agency acting under this agreement outside of the Agency's jurisdiction may participate in any pension or indemnity fund established by their Agency to the same extent as if they were acting within their jurisdiction, and are entitled to all rights and benefits under ORC4123.01 to ORC4123.94 the same as if they were performing police services within their jurisdiction.

VII. LIST OF COOPERATING AGENCIES

AGENCY: \_\_\_\_\_

AUTHORIZED OFFICIAL: \_\_\_\_\_  
signature/date

PRINT NAME AND TITLE: \_\_\_\_\_  
\_\_\_\_\_

**VILLAGE OF SEBRING, OHIO**

**ORDINANCE 28-2021**

**SPONSORED BY: S. PHILLIPS (Legislative Committee)**

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**AN ORDINANCE TO APPROVE, ADOPT AND ENACT  
THE 2021 REPLACEMENT PAGES TO THE CODIFIED  
ORDINANCES; AND DECLARING AN EMERGENCY.**

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**WHEREAS**, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

**WHEREAS**, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

**WHEREAS**, the codification of such ordinances, together with the new matter to be adopted, the matters to be amended and those to be repealed are before the Council;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE MUNICIPALITY OF SEBRING, MAHONING COUNTY, OHIO:**

**SECTION 1:** That the ordinances of the Municipality of Sebring, Ohio, of a general and permanent nature as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2021 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

**SECTION 2:** That the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law:

**Traffic Code**

301.183 Low-Speed Micromobility Device. (Added)

301.22 Pedestrian. (Amended)

301.51 Vehicle. (Amended)

331.37 Driving Upon Sidewalks, Street Lawns or Curbs. (Amended)

331.43 Wearing Earplugs or Earphones Prohibited. (Amended)

335.04 Certain Acts Prohibited. (Amended)

371.13 Operation of Personal Delivery Device on Sidewalks and Crosswalks. (Added)

371.14 Low-Speed Micromobility Devices. (Added)

373.10 Motorized Bicycle Operation. (Amended)

373.20 Electric Bicycles. (Added)

General Offenses Code

501.99 Penalties for Misdemeanors. (Amended)  
505.071      Cruelty to Companion Animals. (Amended)  
509.07 Making False Alarms. (Amended)  
513.01 Drug Abuse Control Definitions. (Amended)  
525.13 Interfering with Civil Rights. (Amended)  
529.01 Liquor Control Definitions. (Amended)  
529.07 Open Container Prohibited. (Amended)  
533.08 Procuring, Engagement in Sexual Activity for Hire. (Amended)  
533.09 Soliciting. (Amended)  
533.091      Loitering to Engage in Solicitation. (Amended)  
533.10 Prostitution. (Amended)  
537.02 Vehicular Homicide and Manslaughter. (Amended)  
537.16 Illegal Distribution of Cigarettes, Other Tobacco Products, or  
                  Alternate Nicotine Products. (Amended)  
537.17 Reserved. (Previously "Criminal Child Enticement")  
541.04 Criminal Mischief. (Amended)  
541.05 Criminal Trespass. (Amended)  
541.051      Aggravated Trespass. (Amended)  
549.02 Carrying Concealed Weapons. (Amended)  
549.06 Unlawful Transactions in Weapons. (Amended)

**SECTION 3:** That pursuant to Municipal Charter Sections 4.15 and 4.16, the Clerk of Council shall cause this Ordinance to be published in the manner determined by Motion of Council. All sections of the Codified Ordinances without a previous ordinance or resolution history at the end thereof indicate that the section contains new matter ordained by this Adopting Ordinance.

**SECTION 4:** That it is found and determined that all formal actions of this Council relating to the passage of this Ordinance were adopted in open meetings of this Council; and that all deliberations of this Council and any of its Committees; and of the Planning Commission, if necessary, which resulted in such formal actions were made in compliance with all legal requirements of the Ohio Revised Code, all pursuant of Section 3.11 of the Charter of the Municipality of Sebring.

**SECTION 5:** That this Ordinance is hereby determined to be an EMERGENCY MEASURE necessary for the immediate preservation of the public health, safety and welfare of the citizens of the Municipality of Sebring, Ohio, and for the further reason that it is necessary that the amendments to the Traffic Code and General Offenses Codes, enacted hereby become effective as soon as possible in order to conform to current State laws.

**SECTION 6:** Any notice authorized to be given under this Ordinance shall refer to this Ordinance by number and codification, when available.

PASSED this \_\_\_\_\_ day of  
, 2021.

\_\_\_\_\_  
Mayor-President of Council

ATTEST:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
H. W. B. \_\_\_\_\_  
Solicitor

**VILLAGE OF SEBRING, OHIO**

**ORDINANCE 29-2021**

**SPONSORED BY: B. JONES (Service Maintenance)**

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**AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) AGREEMENT ON BEHALF OF THE VILLAGE OF SEBRING, IN MAHONING COUNTY, FOR THE REPLACEMENT OF LEAD SERVICE LINES; DESIGNATING A DEDICATED REPAYMENT SOURCE; AND DECLARING AN EMERGENCY**

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**Whereas**, the Village of Sebring seeks to upgrade its aging water infrastructure; and

**Whereas**, the Village of Sebring intends to apply for a Water Supply Revolving Loan Account (WSRLA) for the replacement / activities of eligible public and private lead service lines, which would allow for the village to identify known and potential components of its public water system that contain lead; and

**Whereas**, the Ohio Water Supply Revolving Loan Account (WSRLA) requires the government authority to pass legislation for application to receive up to \$1 million in principal forgiveness money (grant-like funding), as well as the execution of an agreement and dedicated repayment source for related costs if additional loan financing is required.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SEBRING, COUNTY OF MAHONING, STATE OF OHIO:**

**SECTION 1.** That Village Administrator, Jack C. Haney, be and is hereby authorized to apply for a WSRLA loan with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for eligible lead service line replacement / activities on behalf of the Village of Sebring, Ohio.

**SECTION 2.** That the dedicated source of loan repayment for lead service line replacement / activities, which exceed principal forgiveness funding, will be from the appropriate fund.

**SECTION 3.** That this resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2021

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James J. Harp  
Mayor/President of Council

ATTEST:

Acting Clerk of Council

Approved as to legal form:



Gary L. Van Brocklin  
Village Solicitor

**CERTIFICATE OF PUBLICATION:**

I, the undersigned Clerk of Council of the Municipality of Sebring, Ohio, hereby certify that the foregoing (Ordinance or Resolution) was posted in a prominent place at the Municipal Building, Sebring, Ohio, for seven (7) continuous days, to wit:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Clerk of Council