



**Trey Hardy**  
Councilmember

**Christine Crawford**  
Councilmember

**Joe Dike**  
Councilmember

**Sam Artino**  
Mayor

**Monty Tapp**  
Vice-Mayor

**Mark Claus**  
Councilmember

**Joel Hagy**  
Councilmember

## **CITY COUNCIL — REGULAR COUNCIL MEETING**

Tuesday, April 13, 2021 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

### **LIVESTREAM MEETING INFORMATION**

*This regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live-streamed on the City of Huron's YouTube channel. The public is free to access, observe and hear the discussions and deliberations of all members of City Council via the following link:*

<https://www.youtube.com/channel/UCpRAV-AnmIA6lfukQzKakQg>.

*Please note that the Ohio Department of Health Director's Order dated April 5, 2021 requires all individuals to wear a mask in any indoor location that is not a residence. Therefore, all persons entering the building for the Council Meeting will be required to wear a face mask prior to being granted entry.*

*A public comments section is included on the meeting agenda. Public participation can be in person or through submission of comments and questions to the Clerk of Council by phone (419-433-5000 ext. 104) or via e-mail ([terri.welkener@huronohio.us](mailto:terri.welkener@huronohio.us)) on or before 3:00pm on the day preceding the meeting of Council. Such comments or questions will be shared with all members of Council and the Clerk of Council will read aloud the name, address and subject matter of each submission. Full copies of comments and questions will be available at the office of the Clerk of Council and will be attached to the minutes for the subject meeting.*

#### **I. Call To Order**

Moment of Silence followed by the Pledge of Allegiance to the Flag

#### **II. Roll Call of City Council**

#### **III. Approval of Minutes**

**III.a** Approval of minutes from the Public Hearing and Regular Council Meeting of March 23, 2021.

#### **IV. Audience Comments**

Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)

#### **V. Old Business**

#### **VI. New Business**

**VI.a** Resolution No. 20-2021

A resolution issuing temporary business regulations for outdoor seating.

**VI.b Resolution No. 21-2021**

A resolution authorizing a partnership agreement relative to Erie County's application, on behalf of the City and other municipal partners, to secure Community Housing Impact and Preservation (CHIP) Program Funding.

**VI.c Resolution No. 22-2021**

A resolution authorizing an agreement with Software Solutions for the purchase and implementation of upgraded utility billing software.

**VI.d Resolution No. 23-2021**

A resolution authorizing modification of the OHM contract relating to the US Route 6 Corridor Project 1.

**VI.e Ordinance No. 2021-11**

Supplemental appropriations and increase in estimated resources ordinance.

**VI.f Ordinance No. 2021-13**

An ordinance authorizing the City Manager to apply and enter into a Cooperative Agreement with the Ohio Water Development Authority relating to the Berlin Road Watermain Replacement Project.

**VII. City Manager's Discussion**

**VIII. Mayor's Discussion**

**IX. For the Good of the Order**

**X. Executive Session(s)**

Executive session to confer with legal counsel regarding pending and/or imminent court action.

**XI. Adjournment**



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 20-2021  
**DATE:** April 13, 2021

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### **Subject Matter/Background**

Due to federal, state and local restrictions pertaining to the COVID-19 pandemic, food service operations that have only indoor seating and/or limited outdoor seating may desire to create outdoor dining areas. This resolution continues a program and parameters instituted last year for the temporary installation of outdoor seating areas on private property and in the City's right-of-way in accordance with the guidelines attached. Participation would be subject to review and approval of an application and plan, and would be in effect through October 31st, 2021.

### **Financial Review**

The matter has been reviewed and there is no immediate financial impact to the City.

### **Legal Review**

The matter has been reviewed, follows normal legislative procedure and is properly before you.

### **Recommendation**

If Council is in agreement, a resolution adopting Resolution 20-2021 would be in order.

[Resolution No. 20-2021.doc](#)

[Resolution No. 20-2021 Exhibit A.rtf](#)

**RESOLUTION NO. 20-2021**

Introduced by: Christine Crawford

**A RESOLUTION ESTABLISHING TEMPORARY OUTDOOR PATIO DINING AREAS, AND DECLARING AN EMERGENCY.**

**WHEREAS**, during the current COVID-19 crisis, City of Huron dining establishments have endured the hardship of being temporarily closed, restrictions on indoor dining capacities, and other operational constraints; and

**WHEREAS**, to provide dining options that best suit the individual needs of patrons, the City desires to establish a temporary program permitting outdoor patio dining areas; and

**WHEREAS**, the administration has prepared guidelines for the establishment of temporary outdoor dining areas that offer streamlined flexibility to Huron restaurants, while also ensuring the safety of its patrons; and

**WHEREAS**, it is the desire of Council to establish criteria and to temporarily authorize outdoor patio dining areas.

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That the Outdoor Patio Dining Areas criteria, as set forth on the attached Exhibit A, are hereby incorporated as though re-written herein and, further, are hereby adopted as a policy in the City of Huron.

**SECTION 2.** That this Resolution is hereby declared an emergency measure immediately necessary for the preservation of the public health, safety and welfare and for the further reason that it will assist Huron restaurant owners who have endured financial hardship while being temporarily closed during the COVID-19 crisis; and further provided that it receives the affirmative vote of two-thirds of all members of Council, it shall take effect and be in force immediately upon passage and approval by the Mayor.

**SECTION 3.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 5.** That this Resolution shall be in full force and effect from and immediately after its adoption.

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Monty Tapp, Vice-Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_



### **Guidelines for Outdoor Patio Dining Activities**

Effective: April 13, 2021

Due to federal, state, and local restrictions pertaining to the COVID-19 pandemic, food service operations that currently have only indoor seating, such as restaurants and bars, may desire to create outdoor dining areas. The City has developed the following guidelines which govern how outdoor dining areas may be used from the effective date of these guidelines until September 12, 2021.

- The operator must provide a drawing of the proposed area and seating, specifically indicating the area to be used for the outdoor patio dining area and any other proposed temporary fences, vehicular protections or other temporary improvements.
- The operator must provide written approval from the property owner for the proposed temporary outdoor patio dining area.
- Temporary patios shall only be permitted to operate during normal business hours.
- Music generated by a live band, DJ or other amplification device is not permitted on temporary patios within 200 feet of residential property between the hours of 9:00 pm and 7:30 am.
- The temporary improvements may not block any required means of egress, access to adjacent tenants or uses, or accessible path for the site or building.
- Parking areas may be used but suitable barricades or protections shall be provided to protect pedestrians and diners.
- Alcohol may only be served in accordance with County Health Department and State of Ohio Liquor Control rules, restrictions and requirements. The operator bears the responsibility to make itself familiar and comply with all applicable rules.
- New or additional lighting will require plan review and permits for installation.
- The operator shall ensure that the property is maintained free of trash and debris.
- The maintenance of any required social distancing or other operational requirements imposed by the State due to the COVID-19 epidemic is the responsibility of the operator.
- Operation of the outdoor patio dining area must be maintained in accordance with the approval of the City Administration.



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 21-2021  
**DATE:** April 13, 2021

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### **Subject Matter/Background**

This resolution supports the efforts of Erie County to secure Community Housing Impact and Preservation (CHIP) Program funding from the state of Ohio in a joint effort including the County, City of Vermilion, City of Sandusky and City of Huron. The County is applying for \$1,250,000, with \$300,000 being dedicated to the City of Huron.

The CHIP program was established by the State to provide funding to local agencies to assist with remediation, rehabilitation or provision of safe and affordable housing for low and moderate income citizens. CHIP program funds have specified targeted uses, which include rehabilitation of both single family and multi-family residential structures. If awarded, this would provide low and moderate income homeowners with access to funds to assist with remediation of property maintenance code violations.

### **Financial Review**

In the event Erie County is successful in its grant application, the City would have access to \$300,000 for reinvestment into housing rehabilitation. Ultimately, this program's objective is to reduce blight, increase property conditions and increase the City's property valuation through rehabilitation.

### **Legal Review**

The matter has been reviewed, follows normal legislative procedure and is properly before you.

### **Recommendation**

If Council is in support of the request, a motion to adopt Resolution 21-2021 would be in order.

[Resolution No. 21-2021.docx](#)

[Resolution No. 21-2021 Exhibit A.docx](#)

**RESOLUTION NO. 21-2021**

Introduced by: Joel Hagy

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNITY HOUSING IMPACT AND PRESERVATION PARTNERSHIP (CHIP) AGREEMENT BETWEEN THE CITY OF HURON, ERIE COUNTY, THE CITY OF SANDUSKY, AND THE CITY OF VERMILION IN SUPPORT OF AN APPLICATION TO THE STATE OF OHIO FOR CHIP PROGRAM FUNDING.**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That the City Manager is authorized and directed to execute a Partnership agreement between the City of Huron, Erie County, the City of Sandusky, and the City of Vermilion to support the application to be submitted by Erie County on behalf of the partners in efforts to secure CHIP program funding, specifically for the inclusion of potential funding in the amount of \$300,000.00 for the City of Huron, substantially in the form of the Agreement attached hereto as Exhibit "A".

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** That this Resolution shall be in full force and effect from and immediately after its adoption.

\_\_\_\_\_  
Monty Tapp, Vice-Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_

## **Community Housing Impact and Preservation Partnership Agreement**

**between**

**Erie County, City of Sandusky, City of Huron and City of Vermillion**

**WHEREAS**, Erie County, City of Sandusky, City of Huron and City of Vermillion (Partners) wish to address various housing needs of low and moderate income residents of the county and cities; and

**WHEREAS**, the State of Ohio, Development Services Agency, Office of Community Development (OCD) provides financial assistance to local governments under its Program Year 2021 Community Housing Impact & Preservation (CHIP) program for the purpose of addressing local housing needs; and

**WHEREAS**, the Partners are eligible to apply for CHIP funds from the State of Ohio;

**WHEREAS**, OCD encourages local CHIP eligible communities to request funds as partners in one application; and the Partners desire to file a combined application under the CHIP Program to receive financial assistance to address needs, prioritized by the local Housing Advisory Committee;

**NOW, THEREFORE, the Partners hereby agree** to the following terms of this Partnership Agreement (Agreement):

1. Erie County has agreed to serve as the single applicant for funds and subsequent Grantee responsible for administering the CHIP grant, if funded.
2. Erie County is responsible for submitting the CHIP grant application in cooperation with the City of Sandusky, City of Huron and City of Vermillion, including procuring an administrator who shall conduct the detailed tasks of the planning process.
3. Erie County agrees to implement the PY2021 CHIP, if funded, in compliance with Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Ohio Housing Trust Fund (OHTF) requirements, the State of Ohio Consolidated Plan, the CHIP program guidelines, and this Agreement.
4. This Agreement applies to any funds awarded from the State of Ohio PY2021 CHIP program. This Agreement remains in effect until the CHIP funds are expended and the funded activities completed and closed out. The Partners cannot terminate or withdraw from this Agreement while it remains in effect.
5. The Partners acknowledge the maximum CHIP fund request is \$1,250,000, as follows:
  - Erie County: \$400,000
  - City of Sandusky: \$250,000\*
  - City of Huron: \$300,000
  - City of Vermillion: \$300,000

\* City of Sandusky is HOME funds only, not eligible for CDBG or OHTF funds



6. The Partners understand funding amounts can be revised based on recommendations of the Erie County Housing Advisory Committee (HAC) and partner's consensus.
7. The Partners mutually agree to comply with all current Office of Community Development Programs Program Policy Notices.
8. Partners understand the amount of funds awarded to any or all jurisdictions may be less than the request.
9. The Partners will arrive at a funding decision, prior to submission of the PY2021 CHIP application based on program income commitments or other resources leveraged.
10. The Partners approve the grantee to direct the administrator to commit activity funds, proportional to the jurisdictional totals in #5, and to adjust proportionally relative to the percentage allocated of the grant award.
11. This Agreement does not contain a veto provision or other restriction that would allow any party to obstruct the implementation of the CHIP, during the PY2021 CHIP grant period.
12. The Partners agree to provide information to the Grantee for reporting purposes.
13. All program and financial records will be retained by the Grantee after the financial closeout is complete.
14. The partners agree to adopt the Erie County CHIP Policy and Procedures Manual, and shall apply these policies to any activities conducted under the PY2021 CHIP.
15. The Partners agree any mortgages expected to generate program income will be prepared by each jurisdiction as follows: The lien-holder shall be determined by the location of the property assisted: the City of Sandusky shall be the lien-holder for properties situated within Sandusky City limits; the County shall be the lien-holder for all other properties, including those located in Huron and Vermillion City limits. Program income will be received by the lien-holder. Reporting and expenditure of any such program income shall become the responsibility of the jurisdiction holding the lien.
16. Erie County will commit program income funds to future eligible outcomes, proportional to totals received between Huron, Vermillion and County addresses.
17. Partners agree to the following selection criteria, for funded activities:
  - Home Repair applications will be first-come, first-serve within each Partner's jurisdiction first, and then, if funding remains on October 30, 2023, within the grant service area.
  - Rehabilitation applications will be ranked according to the Erie County Policy and Procedure Manual, which state each Partner's jurisdiction first and then, if funds remain uncommitted on April 30, 2023, within the grant service area.
  - Habitat for Humanity (Habitat) participants will be selected through the Habitat application process and additionally satisfy all applicable CHIP program requirements, including HOME rules and regulations.
  - Tenant Based Rental Assistance (TBRA) applications will comply with the local housing authority selection process.
18. The Partners agree to the following finance mechanism, for funded activities:
  - Owner-occupied home repair will be provided as a grant.
  - TBRA will be provided as a grant.

- Owner-occupied rehabilitation will be provided as a five-year declining, partially forgivable loan with twenty percent (20%) remaining due and owing, whenever the home is sold, rented or transferred.
- Habitat will be provided as a ten-year fully forgivable loan.
- Rental rehabilitation will be provided as a loan, 100% forgivable after ten years, with owners providing up to 50% match on hard costs.
- Rental repair will be provided as a loan, 100% forgivable after two years, with owners providing up to 50% match on hard costs.

19. The Partners agree the following table represents the responsibilities of partner tasks to be undertaken by one or more partners directly, through cooperation, or by contract:

| <b>Task</b><br><b>X=primary role</b><br><b>Y=support/cooperate</b>                 | <b>Erie County</b> | <b>City of Sandusky</b> | <b>City of Huron</b> | <b>City of Vermillion</b> | <b>Administrator</b> |
|--|--------------------|-------------------------|----------------------|---------------------------|----------------------|
| Procure Administrator  | X                  | Y                       | Y                    | Y                         |                      |
| Convene HAC  | X                  | Y                       | Y                    | Y                         | X                    |
| Designate OCEAN Program roles  | X                  |                         |                      |                           |                      |
| Sign/authorize application submission  | X                  |                         |                      |                           |                      |
| Manage grant fund administration   | X                  |                         |                      |                           | X                    |
| Provide on-going oversight of administrator as detailed in administrative contract | X                  |                         |                      |                           |                      |
| Receive and manage program income  | X                  | X                       |                      |                           | Y                    |
| Pay contractors/vendors  | X                  |                         |                      |                           | Y                    |
| Prepare/file reports   | X                  |                         |                      |                           | X                    |
| Retain all grant records for auditing/ monitoring                                  | X                  |                         |                      |                           | Y                    |

**IN WITNESS WHEREOF**, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2021 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #\_\_\_\_\_ and dated \_\_\_\_\_, 2021.

**GRANTEE:**

Erie County Commissioners  
2900 Columbus Ave.  
Third Floor  
Sandusky, OH 44870

Name: \_\_\_\_\_  
Patrick J. Shenigo, Commissioner

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

Witness to Grantee Signature: \_\_\_\_\_

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

**Approved to Form:**

Name: \_\_\_\_\_  
Erie County Prosecutor

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

**Legal Form and Sufficiency**

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2021 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #\_\_\_\_\_ and dated \_\_\_\_\_, 2021.

**PARTNER:**

City of Sandusky  
240 Columbus Ave.  
Sandusky, OH 44870

Name: \_\_\_\_\_  
Eric Wobser, City Manager

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

Witness to Partner Signature: \_\_\_\_\_

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

**Approved to Form:**

Name: \_\_\_\_\_  
City of Sandusky Law Director

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

**Legal Form and Sufficiency**

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2021 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #\_\_\_\_\_ and dated \_\_\_\_\_, 2021.

**PARTNER:**

City of Huron  
417 Main Street  
Huron, OH 44839

Name: \_\_\_\_\_  
Matt Lasko, City Manager

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

Witness to Partner Signature: \_\_\_\_\_

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

**Approved to Form:**

Name: \_\_\_\_\_  
City of Huron Law Director

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

**Legal Form and Sufficiency**

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2021 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation #\_\_\_\_\_ and dated \_\_\_\_\_, 2021.

**PARTNER:**

City of Vermillion  
5511 Liberty Ave  
Vermillion, OH 44089

Name: \_\_\_\_\_  
Jim Forthofer, Mayor

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

Witness to Partner Signature: \_\_\_\_\_

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

**Approved to Form:**

Name: \_\_\_\_\_  
City of Vermillion Law Director

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

**Legal Form and Sufficiency**

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.



**TO:** Mayor Artino and City Council  
**FROM:** Cory Swaisgood , Finance Director  
**RE:** Resolution No. 22-2021  
**DATE:** April 13, 2021

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### **Financial Review**

The quote attached from SSI, the City's current financial and utility management software vendor, is in front of Council for the overdue need to upgrade the City's utility software, currently eGov, which was implemented 25 years ago. The total amount of the upgrade, \$36,500, is included in the 2021 budget and will be allocated to the Water Fund (55%), Electric Fund (35%), and Garbage Fund (10%). Although the upfront cost is substantial, the long-term savings include streamlined processes in work orders, receipting and billing within the Finance Department and Water Distribution. The upgraded software, called VIP Utility, will automate many processes currently performed manually between receipting and billing. VIP Utility integrates automatically to the new payment processing system, InvoiceCloud, and the City's financial accounting software. The current process is a three step process to receipt and post transactions leading to the potential for data entry errors. VIP is also a step closer to consider monthly billing in the future which was not possible with eGov.

Currently, the City still uses the eGov software for utility receipting and billing. The outdated software is becoming more costly to maintain and support, and specifically taxing on the City's IT network. With potential Huron Public Power expansion, eGov's outdated software is not capable of handling complex rate structures, if implemented. The City did not formally entertain other quotes due to the ability to utilize VIP Utility within the City's current financial management software and the smooth transition from eGov. In addition, total cost would be much higher with a brand new software and other systems could not provide automated processes with the City's payment processing system, InvoiceCloud, and financial management system, VIP.

### **Legal Review**

The matter has been reviewed, follows normal legislative procedure, and is properly before you.

### **Recommendation**

If Council is in agreement, a motion adopting Resolution 22-2021 is in order.

[Resolution No. 22-2021.doc](#)

[Resolution No. 22-2021 Exhibit A.pdf](#)

**RESOLUTION NO. 22-2021**

Introduced by: Joel Hagy

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH SOFTWARE SOLUTIONS FOR THE PURCHASE OF UPGRADED UTILITY BILLING SOFTWARE AND PROVISION OF PROFESSIONAL SERVICES RELATED THERETO AT A COST NOT TO EXCEED THIRTY-SIX THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$36,500.00)**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That the City Manager is authorized and directed to accept the proposal and enter into an agreement with Software Solutions for the purchase of upgraded utility billing software and provision of related professional services at a cost not to exceed Thirty-Six Thousand Five Hundred and 00/100 Dollars (\$36,500.00), which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** That this Resolution shall be in full force and effect from and immediately after its adoption.

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Monty Tapp, Vice-Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_



## Huron VIP UB

## Quote

Prepared For:

**Huron, City of**

Cory Swaisgood  
417 Main Street  
Huron, OH 44839

P: (419) 433-5000

E: cory.swaisgood@huronohio.us

Prepared by:

**Software Solutions**

Kevin Nye  
8534 Yankee Street, Suite 2B  
Dayton, OH 45458

P: 513.932.6667

E: knye@mysoftwaresolutions.com

Date Issued:

**02.24.2021**

Expires:

**05.21.2021**

| Software & Implementation  | Price        | Qty | Ext. Price         |
|--|--------------|-----|--------------------|
| <b>VIP Utility Billing</b>   |              |     |                    |
| VIP Utility Billing License  | \$21,000.00  | 1   | \$21,000.00        |
| VIP Utility Billing Discount   | (\$4,200.00) | 1   | (\$4,200.00)       |
| VIP Implementation for Utility Billing Water and Sewer                           | \$11,000.00  | 1   | \$11,000.00        |
| VIP Utility Billing Electric Implementation                                      | \$7,500.00   | 1   | \$7,500.00         |
| <b>Subtotal Utility Billing</b>  |              |     | <b>\$35,300.00</b> |
| <b>Other Services</b>  |              |     |                    |
| Post Live Training - Remote<br>This is discounted from our usual rate of \$1,500 | \$1,200.00   | 1   | \$1,200.00         |
| <b>Subtotal Other Services</b>   |              |     | <b>\$1,200.00</b>  |
| <b>Subtotal:</b>   |              |     | <b>\$36,500.00</b> |

| Quote Summary             | Amount             |
|---------------------------|--------------------|
| Software & Implementation | \$36,500.00        |
| <b>Total:</b>             | <b>\$36,500.00</b> |

### Notes

Software prices quoted are valid for 90 days.

\$3,650 due at signing, \$21,900 due when utility billing sandbox is installed, \$10,950 due on scheduled Go Live date.

Software Assurance maintenance and support fees will increase to \$7,000 annually. The fees will be prorated to match your current payment schedule.

Project includes standard implementation and training professional services as part of scope of work. Any customizations the customer may have or want to add are outside of Software Solutions' standard project scope will be quoted prior to commencing work. These things may include but are not limited to custom bills, correspondence templates for door hangers, letters, delinquency notices etc.

Project includes meter read interface and work orders.

Project does not include any work flows associated with utility billing. This can be added at any time if desired.

Crystal Reports, if needed, will be required to be re-written as a part of this upgrade. No services to do these re-writes have been included as a part of this quote.

Project includes integration for the VIP Web Portal to work with VIP.



Software  
Solutions

Personal Attention. Public Solutions.

Acceptance

Printed Name: \_\_\_\_\_

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

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

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

Purchase Order Number: \_\_\_\_\_



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 23-2021  
**DATE:** April 13, 2021

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### **Subject Matter/Background**

This resolution authorizes modification of the original OHM Advisors Contract adopted by Council on February 28, 2017 (Resolution 2017-9). The original contract amount was \$177,480, and the contract modification is in the amount of \$23,995. This modification relates to additional engineering and design services required to implement the temporary Road Diet traffic control plan (\$13,820) and engineering and design services to implement the permanent traffic control plan (\$10,175) once Council makes a final determination on the matter.

Services include the following:

#### Construction Documents - Temporary Traffic Control Plan

- Initial concept exhibit display
- Temporary plan exhibit display
- Design development of the proposed temporary traffic control plan.
- Revised pavement markings, signage, and signal timing.
- Submittal of temporary plan design to the City and ODOT for approval.
- Preparation of construction cost estimate for the temporary traffic control plan. The cost for the temporary plan will be based on contract unit prices for the ERI-6-17.49 project.
- Deliver and communicate the temporary plan to Construction Management Team and Contractor.

#### Construction Document - Permanent Traffic Control Plan

- Coordinate road diet observations and City decisions into the permanent traffic control plan.
- Submit the permanent traffic control plan to ODOT for approval.
- Preparation of construction documents will include the following:
  - Title Sheet
  - General Notes and Specifications
  - Pavement Marking and Signing Plan
  - Signal Timing Plans
- Finalize the construction cost estimate.

### **Financial Review**

City Council authorized an additional \$100,000 transfer to Fund 401 (Capital Improvement Fund) at the end 2020 due to stronger than expected general fund reserves, as additional costs were expected with the road diet. Therefore, there is sufficient cash balance within the fund to cover the modification. At this time, there are enough appropriations (budget) within Fund 401 to cover the modification, as well. Future supplemental appropriations may be required depending on total construction and inspections costs at the end of the project, which will require Council's approval at that time.

**Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you.

**Recommendation**

If Council is in agreement, a motion to adopt Resolution 23-2021 is in order.

[Resolution No. 23-2021.doc](#)

[Resolution No. 23-2021 Exhibit A.pdf](#)

[Resolution No. 23-2021 Exhibit B.pdf](#)

**RESOLUTION NO. 23-2021**

Introduced by: Mark Claus

**A RESOLUTION AMENDING RESOLUTION 2017-9, ADOPTED FEBRUARY 28, 2017, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT MODIFICATION FROM OHM ADVISORS FOR ADDITIONAL ENGINEERING AND DESIGN SERVICES RELATING TO THE U.S. ROUTE 6 CORRIDOR PROJECT 1, ERI-6-17.52 IN AN INCREASED AMOUNT NOT TO EXCEED TWENTY-THREE THOUSAND NINE HUNDRED NINETY-FIVE AND 00/100 DOLLARS (\$23,995.00).**

**WHEREAS**, on February 28, 2017, the City authorized the execution of an agreement with OHM Advisors for the provision of design services for the U.S. Route 6 Corridor Project 1, ERI-6-17.52 ("Route 6 Agreement"), a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, subsequent to execution of the Route 6 Agreement, the City desired additional engineering and design services in accordance with certain modifications to traffic patterns, as set forth in Resolution 2020-81 adopted by counsel on December 22, 2020;

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** The City Manager shall be, and he hereby is, authorized and directed to accept contract modifications from OHM Advisors to reflect the additional engineering and design services performed related to the U.S. Route 6 Corridor Project 1, ERI-6-17.52 in an increased amount not to exceed Twenty-Three Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$23,995.00). This contract modification shall be in substantially the form of the Contract Modification attached hereto as Exhibit "B" and made a part hereof.

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** That this Resolution shall go into effect, and be in full force and effect, immediately upon its passage.

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Monty Tapp, Vice-Mayor

ATTESTED: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_

**RESOLUTION NO. 2017-9**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR THE PROVISION OF DESIGN SERVICES FOR THE U.S. ROUTE 6 CORRIDOR PROJECT 1, ERI-6-17.52, AT A COST NOT TO EXCEED ONE HUNDRED SEVENTY SEVEN THOUSAND FOUR HUNDRED EIGHTY AND 00/100 DOLLARS (\$177,480.00)**

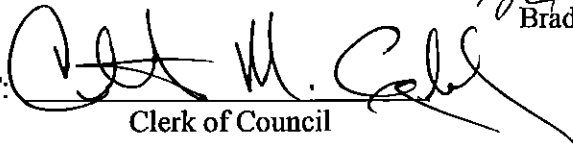
**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

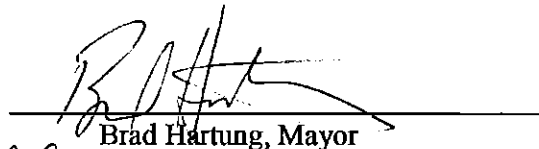
**SECTION 1.** That the City Manager is authorized and directed to accept the proposal and enter into an agreement with OHM Advisors for the provision of design services for the US Route 6 Corridor Project 1, ERI-6-17.52 at a cost not to exceed One Hundred Seventy Seven Thousand Four Hundred Eighty and 00/100 Dollars (\$177,480.00) which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** That this Resolution shall be in full force and effect from and immediately after its adoption.

ATTEST:

  
Clerk of Council

  
Brad Hartung, Mayor

ADOPTED: FEB 28 2017



January 17, 2017

City of Huron  
Mr. Andrew D. White, City Manager  
417 Main Street  
Huron, OH 44839

RE: US-6 Corridor Project 1; ERI-6-17.52  
Huron, OH  
Proposal #16576

Dear Mr. White,

Per the Huron City Engineer Contract for 2016 & 2017, we are pleased to submit a Professional Service Design Contract for the above referenced project.


The following scope of services, price proposal, and project schedule represent our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. We look forward to our role in making this project a success.

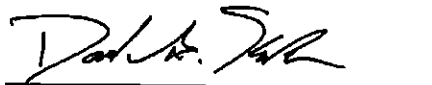
## Proposal Outline

|                                    |   |
|------------------------------------|---|
| Proposal Outline.....              | 1 |
| Price Proposal.....                | 3 |
| General Terms of the Contract..... | 3 |
| Scope of Services .....            | 3 |

Sincerely,

OHM Advisors

  
Jon Lorincz  
jon.lorincz@ohm-advisors.com  
D: 330.913.1060 C: 440.309.8404

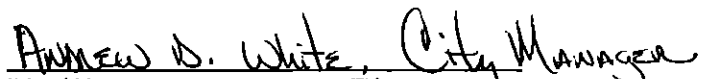
  
David G. Krock, PE, Director  
david.krock@ohm-advisors.com  
D: 330.913.1045 C: 330.350.0521

**OHM Advisors**  
6650 W SNOWVILLE RD STE A  
BRECKSVILLE OHIO 44111

T 330.657.2845  
F 330.919.8691

OHM-Advisors.com

Authorization to Proceed

  
Andrew D. White, City Manager  
Printed Name Title

**Per Task #3A Professional Design Service Contracts (OHM Advisors) - Design and Preparation of Construction Plans**

• **TABLE 1**

| Cost of Construction |    |              | Engineering Fee (% of Construction Cost) |
|----------------------|----|--------------|--|
| \$ 0                 | To | \$ 100,000   | Hourly Rates -or- Fixed Fee Proposal     |
| \$ 100,000           | To | \$ 500,000   | 10% of \$100,000 + 8% over \$100,000     |
| \$ 500,000           | To | \$ 1,000,000 | 8% of \$500,000 + 7% over \$500,000      |
| \$ 1,000,000         | To | Higher       | 7%                                       |

The estimated cost of construction for the above referenced project is \$2,310,000.

A detailed scope of services (including Part A and Part B services) is provided in attachment A.

**Part A; Standard Design Components**

The design and preparation of construction plans fee will be an amount not to exceed \$161,700.

Price will include the standard design components listed under Task #3A, Part A of the Huron City Engineer Contract for 2017. This will be billed according to the Reduced Standard Hourly Rates table below.

**Part B; Specialty Design Components**

The following services, identified as specialty design components listed under task #3A, Part B, are included as a separate fee in this contract:

- 3.3.D.A Signal Plan Sheets
- 4.2.B Traffic Signal Plans

The design and preparation of signal plan sheets and traffic signal plans fee will be for an amount not to exceed \$15,780. This will be billed according to the Reduced Standard Hourly Rates table below.

The following services, identified as specialty design components listed under task #3A, Part B, are NOT included in this contract (A separate scope and fee will be prepared for these services):

- 2.2 Perform Environmental Field Studies
- 2.3 AER Design – Field Survey and Base mapping
- 3.3.K.A Geotechnical Investigation and Report
- 3.6 Prepare Environmental Document

**Reduced Standard Hourly Rates**

| <i>Description of Personnel</i> | <i>Rates</i>       | <i>Description of Personnel</i> | <i>Rates</i>      |
|---------------------------------|--------------------|---------------------------------|-------------------|
| <i>Professional Engineer II</i> | <i>\$ 130 / hr</i> | <i>Design Technician III</i>    | <i>\$ 80 / hr</i> |
| <i>Professional Engineer I</i>  | <i>\$ 110 / hr</i> | <i>Design Technician II</i>     | <i>\$ 70 / hr</i> |
| <i>Design Engineer II</i>       | <i>\$ 90 / hr</i>  | <i>Design Technician I</i>      | <i>\$ 60 / hr</i> |
| <i>Design Engineer I</i>        | <i>\$ 80 / hr</i>  | <i>Office Administration</i>    | <i>\$ 50 / hr</i> |





## Price Proposal

| #        | Engineering Tasks   | Hourly Rate Fee<br>Not to Exceed |
|----------|---|----------------------------------|
| Task #3A | Professional Design Service Contracts (OHM Advisors) – Design and Preparation of Construction Plans     | \$ 161,700                       |
| Task #3A | Professional Design Service Contracts (OHM Advisors) – Part B; Traffic Signal Plans; Signal Plan Sheets | \$ 15,780                        |
|          | <b>Total =</b>  | <b>\$ 177,480</b>                |

### Pricing Note:

- “Hourly Rate Fee” represents the budget estimate for the Task (Reduced standard Hourly Rates shall apply).

## General Terms of the Contract

### Authorization to Proceed

- Client shall sign “Authorization to Proceed” for this contract and any/all contract modifications
- Proposal shall expire 90 days from proposal date, unless contract is signed and authorized prior

### Invoicing & Payments

- Invoices shall be submitted for payment at project milestones or at 4 week intervals
- Invoices shall be paid within 30 days or finance charges will be applied to the account
- In the event that legal action must be taken to collect unpaid invoices, all costs associated with the collection process, including legal fees, court costs, etc., shall be borne by the client.

### Limit of Liability

- In recognition of the risk/reward associated with this contract, the maximum liability of OHM Advisors will be limited to the amount of the total price proposal, or \$25,000, whichever is less.

## Scope of Services

# Attachment A – Detailed Scope of Services

## Huron US 6 Corridor Project 1; ERI-6-17.52

### Introduction

The proposed US 6 (Cleveland Road East) Corridor Project begins at the western edge of Huron's Core Area at Center Street and extends east through the Berlin Road intersection to the Eastern City Limits. Cleveland Road East (US 6) is a 4 lane divided roadway from the Fabens Park area to Huron Street. The roadway becomes a 4 lane undivided roadway from Huron Street to Berlin Road. East of Berlin Road the pavement narrows and continues to the Eastern City Limits as two lanes. The corridor is very car-centric and bisects the City of Huron and limits access into the neighborhoods.

The City of Huron has commissioned several studies of the US 6 (Cleveland Road East) Corridor and is now ready to move forward with plans to improve the corridor. OHM Advisors has prepared this scope and fee for the services necessary to refine the preferred alternative for the corridor and to prepare plans, specifications, and cost estimate for Project 1. Project 1 is identified as the section of US6 from Main Street (SR 13) to the Eastern City Limits. Project 2 is the portion of US 6 west of Main Street.

### Project Descriptions

#### Project 1

Main Street (SR 13) to Eastern City Limits

Estimated cost \$2.3M

Construction year 2018 (FY2019)

- Remove and replace top 3" of asphalt pavement surface
- Add sidewalk east of Berlin Road
- Remove unwarranted signal at Berlin Road
- Improve intersection angle with US 6 and Berlin Road
- Improve River Road
- Add Eastbound right turn lane at River Road
- Upgrade/modernize signal at Main Street
- Incorporate access management/drive reconfiguration
- Upgrade pedestrian facilities to meet current ADA requirements
- Restripe 4 lane section to 3 lane roadway and add bike lanes (road diet)

#### Project 2

Fabens Park to Main Street (SR 13)

Estimated cost \$2.4M

Construction year 2021 (FY2022)

- Remove and replace top 3" of asphalt pavement surface
- Remove unwarranted signal at Center Street
- Evaluate alternate intersections at Center Street
- Evaluate traffic calming options for eastbound traffic entering the city core.
- Upgrade pedestrian facilities to meet current ADA requirements
- Restripe to add bike lanes
- Replace curb to define on-street parking areas

## **Project Scope – PART A standard design components**

This scope includes the services necessary to identify the preferred alternative for the entire US 6 corridor and to provide the engineering, plans, specifications and bid documents necessary to award a construction project for Project 1. Detailed design services for Project 2 are not included with this scope of services.

### **1 Planning Phase**

#### **1.2 Existing Data, Research and Analysis**

OHM Advisors will coordinate with the City of Huron and ODOT District 3 to develop and review the project initiation package (PIP). The PIP will be used to identify utilities, general project criteria, expected environmental and agency coordination. The preferred alternate developed by the previous feasibility study will be the starting point to identify expected impacts.

##### Deliverables

Project Initiation Package

#### **1.3 Existing Data, Research and Analysis – SEE PART B SPECIALTY DESIGN**

### **2 Preliminary Engineering Phase**

#### **2.1 Develop Preliminary Alternatives**

OHM Advisors will further evaluate the alternatives developed by the previous studies. This evaluation will include: additional sidewalk east of Berlin Rd; widening for a dedicated eastbound right turn lane at River Rd; additional sidewalk and curb replacement; refinement of the alternates at the west end of the downtown core. We will develop up to two alternates for the Center Street intersection. Construction limits, environmental and utility impacts, and estimated construction costs will be developed.

##### Deliverables

Preliminary sketches and cost estimates

#### **2.2 Perform Environmental Field Studies – SEE PART B SPECIALTY DESIGN**

#### **2.3 Alternate Engineering Report (AER) Design**

The tasks listed under AER design will be completed in conjunction with the development of the preliminary alternatives in task 2.1. OHM Advisors and our sub-consultants will assemble an existing base map. The base map will be developed to design level accuracy and will be developed for the entire corridor. Supplemental ground survey will be gathered on River Rd and Berlin Rd. existing right of way and property lines will be established in spot locations. No permanent right of way takes are anticipated, but temporary takes may be needed for grading. Services for right of way acquisition are not included with this scope of services. A separate scope and fee will be provided if the need for right of way acquisition is identified.

##### **2.3.A Field Survey and Aerial Mapping – SEE PART B SPECIALTY DESIGN**

##### **2.3.E.A Signal Warrant Analysis – SEE PART B SPECIALTY DESIGN**

### **2.3.G.A Utility Coordination and Documentation**

OHM Advisors will contact OUPS to field mark the existing utility locations. Utilities will be field marked and gathered by survey in the critical areas. Any area with planned excavation will have the existing utility locations field marked.

### **2.6 Coordination Point – SEE PART B SPECIALTY DESIGN**

### **2.7 Stage 1 Design**

Tasks listed under Stage 1 design will be completed in conjunction with the Stage 2 submission. See Task 3.3 for a discussion of the deliverables.

## **3 Environmental Engineering Phase**

### **3.3 Stage 2 Design**

OHM advisors will develop plans for Project 1 based on the results of the preliminary engineering phase. Plans will be developed in accordance with ODOT design standards. The Stage 2 plan package will be submitted to ODOT and the City for their review and comment. The Stage 2 plan submission will include the following:

#### **Deliverables**

Stage 2 Plans (4 copies on 11x17 format)

Title Sheet

Schematic

General Notes

Typical Section

Plan and Profile - Mainline

Plan and Profile - Crossroads

Cross Sections

Intersection Details

Storm Sewer Profiles

Underdrain details

Pavement Marking Plan

Signing Plan

Signal Plan Sheets – PART B SPECIALTY DESIGN

Maintenance of Traffic General Notes

Detour Plan

MOT Typical Sections

MOT Plan Sheets

Utility Coordination and Documentation

Final Geotechnical Investigation and Report – PART B SPECIALTY DESIGN

Environmental Document (CE) – PART B SPECIALTY DESIGN

Cost Estimate

### **3.3.D.A Signal Plan Sheets – PART B SPECIALTY DESIGN**

### **3.3.K.A Geotechnical Investigation and Report – PART B SPECIALTY DESIGN**

### **3.6 Prepare Environmental Document – PART B SPECIALTY DESIGN**

The services necessary to complete the environmental document are included with Task 2.2.

### **3.9 Project Management for Environmental Engineering Phase**

2 advisors from OHM advisors will attend up to 2 project meetings. Conduct QA/QC, project supervision, and project administration duties.

## **4 Final Engineering and R/W Phase**

### **4.2 Stage 3 Detailed Design Plans**

OHM advisors will address the comments from the stage 2 plan review and develop stage 3 plans for project 1. Plans will be developed in accordance with ODOT design standards. The stage 3 plan package will be submitted to ODOT and the City for their review and comment. The Stage 3 plan submission will include the following:

#### Deliverables

Stage 3 Plans (4 copies on 11x17 format)

Updated Title Sheet

Schematic

Updated General Notes

Updated Typical Section

**Pavement Subsummary**

**Roadway Subsummary**

**Earthwork and Seeding Subsummary**

**Pavement Marking Subsummary**

**Signing Subsummary**

**Signal Subsummary– PART B SPECIALTY DESIGN**

**General Summary**

**Plan and Profile - Mainline**

**Plan and Profile - Crossroads**

**Cross Sections**

**Intersection Details**

**Storm Sewer Profiles**

**Underdrain details**

**Pavement Marking Plan**

**Signing Plan**

**Signal Plan Sheets– PART B SPECIALTY DESIGN**

**Wiring diagram & pole orientation– PART B SPECIALTY DESIGN**

**Timing Chart– PART B SPECIALTY DESIGN**

**Project Site Plan**

**Maintenance of Traffic General Notes**

**Detour Plan**

**MOT Typical Sections**

**MOT Plan Sheets**

**Cost Estimate**

**Record of Utility Correspondence**

**Bold text indicates new sheets added to Stage 2 submission set**

#### **4.2.B Traffic Signal Plans – PART B SPECIALTY DESIGN**

##### **4.4.A Submission of Final Tracings and Documentation**

OHM Advisors will address any comments from the Stage 3 review. Prepare the utility note, prepare bid documents, bid tab, specifications, and coordinate with ODOT to prepare the plans for advertising and award.

##### **4.5 Project Management for Final Engineering and Right of Way Phase**

2 advisors from OHM advisors will attend up to 2 project meetings. Conduct QA/QC, project supervision, and project administration duties.

##### **4.6 Pre-Bid Activities**

OHM Advisors will assist during the bidding phase and respond to pre-bid questions.

## **5 Construction Phase**

OHM Advisors will assist during the construction phase with responses to requests for information from the contractor.

### **Project Scope – PART B specialty design components**

#### **1.2 Existing Data, Research and Analysis – INCLUDED WITH PART A FEE**

OHM will conduct supplemental traffic counts as needed and request certified traffic from ODOT. A formal Purpose and Need document is not necessary for this project. However, a written statement of the purpose and need will be developed for use in environmental documents.

##### Deliverables

Certified Traffic

#### **2.1.A.B Capacity Analysis for Alternatives – INCLUDED WITH PART A FEE**

OHM will analyze the traffic operation for the various alternates described under task 2.1.

##### Deliverables

None

#### **2.2 Perform Environmental Field Studies – NOT INCLUDED**

OHM Advisors is working with ODOT to determine if ODOT environmental staff will conduct the environmental activities necessary for NEPA compliance. If clearance activities are too time involved, OHM will solicit cost proposals from prequalified consultants to complete the Categorical Exclusion (CE) document and related environmental studies. All environmental efforts will be submitted to ODOT using the environet on-line system.

##### Deliverables

NEPA Assignment (Approved CE document)

### **2.3 AER Design – Field Survey and Base Mapping – NOT INCLUDED**

OHM contacted the aerial mapping consultant currently under contract with the State of Ohio to determine if design level mapping can be obtained from their products. OHM will prepare a base map for use in plan development.

#### Deliverables

CADD base map suitable for detail design

### **2.3.E.A Signal Warrant Analysis – INCLUDED WITH PART A FEE**

OHM will prepare signal removal analysis for the signals at Center Street and Berlin Road. The removal analysis will include: re-evaluation of the warrant analysis, measure intersection sight distance and compare to the AASHTO standards.

#### Deliverables

Removal analysis memo

### **2.6 Coordination Point – INCLUDED WITH PART A FEE**

The preferred alternative will be presented for public comment. OHM Advisors will prepare handouts, exhibits, comment sheets, and sign in sheets for a public meeting. The public meeting will be conducted in an open house style. 2 representatives from OHM will attend the meeting and be available to answer questions. The city will secure the meeting space and advertise for the meeting.

#### Deliverables

Sign in sheets, meeting announcements, handouts, comment sheets

Display boards

### **3.3.D.A Signal Plan Sheets – INCLUDED AS A SEPARATE FEE**

#### Deliverables

See Task 3.3 for a list of sheets included with this effort.

### **3.3.K.A Geotechnical Investigation and Report – NOT INCLUDED**

OHM will solicit cost proposals from prequalified consultants to conduct the necessary geotechnical field exploration and analysis for the proposed embankment work at River Road.

#### Deliverables

Geotechnical report and recommendations

### **3.6 Prepare Environmental Document – NOT INCLUDED**

The services necessary to complete the environmental document are included with Task 2.2.

### **4.2.B Traffic Signal Plans – INCLUDED AS A SEPARATE FEE**

OHM Advisors will prepare the plan details and calculations for the upgraded signal installation at the Main Street (SR-13) intersection.

#### Deliverables

See Task 4.2 for a list of sheets included with this effort.



ARCHITECTS. ENGINEERS. PLANNERS.

March 9, 2021

City of Huron  
Attn: Matt Lasko, City Manager  
417 Main Street  
Huron, OH 44839

**RE: ERI-6-17.49 Traffic Control Plan Revisions – Contract Modification**

Location: Huron  
Proposal # 20356

Dear Mr. Lasko:

The following scope of services, price proposal, and project schedule represent our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

**Proposal Outline**

|  |   |
|--|---|
| Proposal Outline.....                      | 1 |
| Project Background.....                    | 2 |
| Scope of Services (Engineering Tasks)..... | 2 |
| Price Proposal.....                        | 3 |
| Standard Terms & Conditions .....          | 3 |
| COVID-19 Disclaimer .....                  | 3 |

Sincerely,  
OHM Advisors

Authorization to Proceed

Chad Lewis, PE, Project Manager  
Chad.Lewis@ohm-advisors.com  
D: 216.865.1345 C: 216.644.3987

Signature

Date

Russ Critelli, PE, PMP  
Russ.critelli@ohm-advisors.com  
D: 216.865.1339

Printed Name

Title





## Project Background

The ERI-6-17.49 Project's proposed traffic control plan was prepared to mimic the pre-construction layout of two-lane, two-way traffic from Williams Street to Berlin Road. This plan was the desired design direction based on pre-design public meetings and outreach. During the construction phase, the City expressed interest in a trial period of a road diet traffic control layout. The road diet consists of reducing automobile lanes to one lane in each direction, adding a left-turn/dual-turn center lane, and adding a bicycle lane in both directions. This road diet layout option was previously presented at public meetings and is supported by the City of Huron-commissioned Traffic Analysis Report (TAR). The study evaluated the traffic operations and concluded that implementation of a road diet could be accommodated without significantly impacting the area road network. Additionally, the City's Master Plan Vision 2020 supports implementing bike lanes along the US 6 corridor.

At the City's direction, OHM Advisors revised the ERI-6-17.49 Traffic Control Plan in order to implement the trial road diet layout. This effort included obtaining plan approval from the City and ODOT prior to coordinating changes with the Construction Management Team and the contractor. The temporary traffic control plan was installed by the contractor in November 2020 and will be observed for performance into the Spring of 2021. The observation will include public feedback and OHM will perform traffic counts and simulation. The results will aid in the City's decision-making process on the permanent traffic control plan.

The following tasks are additional items and associated design fee modifications to the original agreement (Proposal #16576). Scope and tasks meet the requirements of ODOT for plan modifications from the original design to the road diet.

## Scope of Services (Engineering Tasks)

### **Task #60A Construction Documents – Temporary Traffic Control Plan**

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- The following services are included in the fee shown:
  - Initial concept exhibit display
  - Temporary plan exhibit display
  - Design development of the proposed temporary traffic control plan.
  - Revised pavement markings, signage, and signal timing.
  - Submittal of temporary plan design to the City and ODOT for approval.
  - Preparation of construction cost estimate for the temporary traffic control plan. The cost for the temporary plan will be based on contract unit prices for the ERI-6-17.49 project.
  - Deliver and communicate the temporary plan to Construction Management Team and Contractor.

### **Task #60B Construction Documents – Permanent Traffic Control Plan**

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- The following services are included in the fee shown:
  - Coordinate road diet observations and City decisions into the permanent traffic control plan.
  - Submit the permanent traffic control plan to ODOT for approval.
  - Preparation of construction documents will include the following:
    - Title Sheet
    - General Notes and Specifications
    - Pavement Marking and Signing Plan
    - Signal Timing Plans
  - Finalize the construction cost estimate.



## Price Proposal

| #         | Engineering Tasks                                       | Fee              |
|-----------|---|------------------|
| Task #60A | Construction Documents – Temporary Traffic Control Plan | \$ 13,820        |
| Task #60B | Construction Documents – Permanent Traffic Control Plan | \$ 10,175        |
|           | <b>Grand Subtotal =</b>                                 | <b>\$ 23,995</b> |

## Anticipated Project Schedule

Engineering Tasks: September 2020 through September 2021

## Standard Terms & Conditions

The Standard Terms and Conditions contained in the Annual Engineer contract (as approved by Council Legislation) shall also apply to this contract.

## COVID-19 Disclaimer

As we submit this proposal, the world is in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. The Time Schedule is based on operating in a normal environment. Our team, like the City, is adjusting our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as field services delays, required resource agencies, and key staff illness that neither OHM Advisors nor the City have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with the City's staff to develop a plan to deal with unforeseen issues.



**TO:** Mayor Artino and City Council  
**FROM:** Cory Swaisgood , Finance Director  
**RE:** Ordinance No. 2021-11  
**DATE:** April 13, 2021

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### **Subject Matter/Background**

Ordinance 2021-11 requests the Council's authorization for changes to the annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the detailed breakdown

### **Financial Review**

See Exhibit "A" for financial review and details of supplemental appropriations, increase in estimated resources and budget transfers.

### **Legal Review**

The matter has been reviewed, follows normal legislative

### **Recommendation**

The Council should consider a motion adopting Ordinance 2021-11 as presented in order to maintain budgetary compliance.

[Ordinance No. 2021-11.doc](#)  
[2021-11.pdf](#)

## **ORDINANCE NO. 2021-11**

Introduced by Joel Hagy

**AN ORDINANCE AMENDING ORDINANCE NO. 2020-34, ADOPTED DECEMBER 8, 2020, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES AND AN INCREASE IN ESTIMATED RESOURCES, AND DECLARING AN EMERGENCY.**

**WHEREAS**, pursuant to Ordinance No. 2020-34, adopted December 8, 2020, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2021 for the operations of all City departments and offices; and

**WHEREAS**, Council has established various funds for the financial operation of the City, and through the current fiscal year certain funds have been determined to have insufficient funds and certain funds have been determined to have excess funds; and

**WHEREAS**, it is necessary to amend the budget to reflect appropriation transfers, supplemental appropriations and an increased in estimated resources to accommodate the operational needs of certain City departments and offices and to assure all funds of the City are in proper balance.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That Exhibit "A" of Ordinance No. 2020-34, adopted on the December 8, 2020, as amended by Ordinance No. 2021-2 adopted on January 26, 2021, as amended by Ordinance No. 2021-10 adopted on March 9, 2021, is hereby amended to provide for supplemental appropriations, appropriation transfers, and an increase in estimated resources as to each fund set forth in Exhibit "A" attached hereto and made a part hereof.

**SECTION 2.** That the Director of Finance and the City Manager are hereby authorized to expend the funds herein appropriated for the purpose of paying the operating expenses of the City for the fiscal year ending December 31, 2021 and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized.

**SECTION 3.** That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

**SECTION 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that this Ordinance shall become immediately effective to fund the operations of the City of Huron; additionally, in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately.

**WHEREFORE** this Ordinance shall take effect immediately upon its adoption.

---

Monty Tapp, Vice-Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_.

CITY OF HURON  
BUDGET APPROPRIATION ADJUSTMENTS AND ESTIMATED RESOURCES  
SUMMARY SHEET

DATE: 4/13/2021  
ORDINANCE: 2021-11

**Appropriation Measure**

**Reason for Appropriation Measure**

The appropriation measures are necessary to properly budget for and pay anticipated expenditures. Supplemental budget is needed out of the General Fund to remit building permit fees to the Township. This additional budget is offset by building permit fees collected by the City, which is shown by an increase of estimated resources for the same amount (plus 15% admin. fee retained by the City). The additional building permits, not included in the original budget, is mostly due to the Ardagh expansion. The supplemental appropriations for the Parks and Recreation Fund are due to the first payroll of the year. Funds 208 and 209 are now closed and replaced with Fund 207, but end of year payroll and the initial budget did not include appropriations in the old funds since exact amounts were not known during the budget process. Additional appropriations in each fund formally cleans up accounting in the old funds. The final appropriation measure is directly related to the recent bond issuance (\$1.5 million) and 2020 note payoff (\$3.5 million plus interest). The difference between the note payoff and bond proceeds are due to \$2.1 million of the note payoff coming from the sale of the substation's transmission assets, already included in the budget.

The increases in estimated resources are due to an increase in building permit fees, substation property lease from the sale of the substation's assets (Economic Development Fund), and bond proceeds from the remaining outstanding balance of the electric substation debt.

In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control, and amendments to estimated resources. **The net impact on the budget is -\$1.7 million, which is due to the note payoff and the sale of the substation's transmission assets already recognized in the budget.**

**APPROPRIATION MEASURE**

| Fund Name       | Fund Number | Department/Activity | Object Level       | Increase/(Decrease) Amount | Total Appropriations After Adjustment |
|-----------------|-------------|---------------------|--------------------|----------------------------|---------------------------------------|
| GENERAL FUND    | 110         | Building&Zoning     | Other Expenses     | \$ 50,000.00               | \$ 182,450                            |
| PARKS FUND      | 208         | Parks               | Personnel Services | \$ 6,403.75                | \$ 6,404                              |
| RECREATION FUND | 209         | Recreation          | Personnel Services | \$ 4,773.06                | \$ 4,773                              |
| ELECTRIC FUND   | 654         | Electric            | Other Expenses     | \$ 3,380,700.00            | \$ 6,459,144                          |

**NET IMPACT ON TOTAL APPROPRIATIONS** \$ 3,441,876.81

**ESTIMATED RESOURCES AMENDMENT**

| Fund                      | Fund - Account # | Account Description | Increase/(Decrease) Amount | Total Est. Resources After Adjustment |
|---------------------------|------------------|---------------------|----------------------------|---------------------------------------|
| GENERAL FUND              | 110-0007-41651   | BUILDING PERMITS    | \$ 57,500.00               | \$ 117,500                            |
| ECONOMIC DEVELOPMENT FUND | 277-0011-41822   | SALE OF PROPERTY    | \$ 185,064.25              | \$ 185,064                            |
| ELECTRIC FUND             | 654-0014-41705   | BOND PROCEEDS       | \$ 1,500,000.00            | \$ 1,500,000                          |

**NET IMPACT ON TOTAL EST. RESOURCES** \$ 1,742,564.25

**Net Overall Impact to Budget** \$ (1,699,312.56)



**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Ordinance No. 2021-13  
**DATE:** April 13, 2021

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### **Financial Review**

This ordinance authorizes the City to apply and the City Manager to authorize an agreement to accept a construction loan from the Ohio Water Development Authority (OWDA). The OWDA provides gap financing to local governments at below market interest rates for water, sewer, and storm water projects. The City is requesting a \$914,213 loan for the \$1.3 million Berlin Road Waterline Project. The interest rate on the 20-year loan is expected to be between 1.35% and 1.85%. The difference of approximately \$450,000 has already been awarded to the City as a grant from the Ohio Public Works Commission. The 2021 budget and ten year budget includes receipt of the loan proceeds from OWDA and subsequent loan payments beginning in 2022.

### **Legal Review**

The matter has been reviewed, follows normal administrative procedure and is properly before you.

### **Recommendation**

If Council is in agreement, a motion adopting Ordinance 2021-13 is in order.

[Ordinance No. 2021-13.doc](#)

[Ordinance No. 2021-13 Exhibit A.pdf](#)

**ORDINANCE NO. 2021-13**

Introduced by: Joe Dike

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF THE BERLIN ROAD WATERMAIN REPLACEMENT PROJECT BETWEEN THE CITY OF HURON AND THE OHIO WATER DEVELOPMENT AUTHORITY AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Huron (referred to as “LGA” in the Cooperative Agreement (defined below)) will be installing new water mains and service lines along Berlin Road; and

WHEREAS, the City of Huron desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the “OWDA”) to finance costs of the construction of such facilities on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Huron, Ohio, that:

**SECTION 1.** That the City of Huron hereby approves the construction of the aforesaid Berlin Road Water Main Replacement Project in cooperation with the OWDA under the provisions, terms and conditions set forth in the “Cooperative Agreement for State Planning Project” as set forth in Exhibit A (the “Cooperative Agreement”) and hereby authorizes the City Manager and Finance Director of the City of Huron to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit A.

**SECTION 2.** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**SECTION 3.** That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said City of Huron for the reason that the immediate construction of the Berlin Road Watermain Replacement Project at the earliest possible time is necessary in order to protect the health of the inhabitants of the LGA by providing new water mains and water service lines.

**SECTION 4.** That this Ordinance shall be in full force and effect from and immediately after its adoption.

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Monty Tapp, Vice-Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_



COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE  
AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

## ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

### DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) “Approved Application” means the application of the LGA dated as of the date specified on the Term Sheet as the “LGA Application Date,” submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the “OWDA Application Approval Date,” together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) “Project Facilities” means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) “Project Site” means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) “System” means the facilities of the LGA specified as the “System” on the Term Sheet.

### DEFINITIONS RELATING TO COSTS

(e) “Eligible Project Costs” shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and

publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or \$400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances, satisfactory to the OWDA, as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

#### DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) “Contract Period of Years” means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

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

(k) “Pledged Revenues” means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) “Special Assessment Funds” means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

## ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

## ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the “Operational Date.”

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.

(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

Section 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (1) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the

provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs.

Section 3.9. The LGA represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA. The LGA acknowledges that the OWDA may inform potential and actual investors of bonds issued by the OWDA regarding the details of this Agreement, and that such investors may make an investment decision based on this Agreement.

Section 3.10. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

#### ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges

pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this



Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 (“Rule 15c2-12”) each promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board (“MSRB”) through the EMMA System (as defined below), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA’s incorporation by reference into OWDA official statements or other OWDA filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.7, “EMMA System” shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the website address for EMMA is [emma.msrb.org](http://emma.msrb.org). The LGA acknowledges that the OWDA is not responsible for any of the LGA’s required filings under Rule 15c2-12 related to other indebtedness of the LGA, including, but not limited to, as to whether this Agreement is considered a “Financial Obligation” under Rule 15c2-12.

## ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project

Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

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

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default under this Agreement if the LGA demonstrates both of the following to the satisfaction of the OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such

indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

## ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The LGA acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet OWDA's obligations with regard to funding the applicable program and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the LGA's compliance with the provisions of this Agreement. Accordingly, the LGA agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund this Agreement (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The LGA shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the OWDA hereunder (the "OWDA Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the OWDA Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The LGA shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the LGA, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the LGA hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the LGA referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or

transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the LGA shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

#### ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority  
480 South High Street  
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.



Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

\_\_\_\_\_  
OWDA General Counsel

OHIO WATER DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
OWDA Executive Director

APPROVED AS TO FORM

\_\_\_\_\_  
LGA Legal Officer or Counsel

LGA: \_\_\_\_\_

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

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

**Exhibit A**

**PROJECT FACILITIES DESCRIPTION**

**Exhibit B**

CONSTRUCTION CONTRACT(S)

TERM SHEET

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