

**URBANA CITY COUNCIL
REGULAR SESSION MEETING
APRIL 6, 2021, AT 6:00 P.M.**

Please join meeting from your computer, tablet or smartphone.

<https://zoom.us/j/2412774424?pwd=TzBqdXRid1ZQNfZrU113UDgvY1J0QT09>

Meeting ID: 241 277 4424
Passcode: 43078

Dial by Phone: 1-646-558-8656

PLEASE MUTE YOUR PHONES

Call to Order

Roll Call

Pledge of Allegiance

Hot Head Burritos – Ray Wiley and Kelly Gray (Liquor Permit Application)

Approval of Minutes

Urbana City Council Regular Session Meeting Minutes of March 16, 2021.

Communications

1. Storm Water Advisory Committee Meeting Minutes of January 25, 2021 and March 1, 2021 (See attached)
2. Storm Water Advisory Committee Report (See attached)
3. Email from Terry Meeks, AES Ohio, regarding tree trimming (See attached)
4. Oak Dale Cemetery Board Meeting Minutes of January 15, 2021 (See attached)
5. Thank you letter from IGS Energy (See attached)
6. Email from Marcia Bailey regarding Grand Opening Ceremony for Cobblestone Hotels (Emailed 3/30/21)
7. First Quarter Highlights (To be provided at meeting)

Board of Control

1. The Board of Control recommends that Council authorize a purchase order to J&J Schlaegel, Inc. in the amount of \$66,569.48 which includes a 15% contingency for the city's local portion of the Freeman Avenue Improvements. The engineer's estimate for this project was \$226,000.00, and J&J Schlaegel, Inc. submitted a bid of \$193,886.50 which was the lowest of five bids received (see bid tabulation attached). A Community Development Block Grant (CDBG) that the city received through the Champaign County Board of Commissioners will provide up to \$136,000.00 in grant funding for this project with the remaining cost being borne by the city. This expense will be charged to the Capital Improvement Fund and is in the 2021 budget for \$80,000.00. **VOTE: 3-0**
2. The Board of Control recommends Council authorize a purchase order to The Champaign Family YMCA in the amount of \$91,160.00 for the management of the Wendell Stokes Municipal Pool for the 2021 season (see attached). This expense will be charged to General Fund – Pool and is in the 2021 budget at \$70,000.00. **VOTE: 3-0**
3. The Board of Control recommends Council authorize a purchase order to Saveco, North America, Inc. in the amount of \$196,500.00 for the purchase of an Enviro-Care Beast Septage Receiving Station Model 1200 including the valve/plumbing upgrades to stainless steel. This purchase will be funded by an OWDA loan (1.35% interest (current rate), 10-year term) (see attached). **VOTE: 3-0**

Citizen Comments

Ordinances and Resolutions

First Reading

Resolution No. 2605-21

A Resolution authorizing the Director of Administration and the Director of Finance of the City of Urbana, to apply, accept and enter into a cooperative agreement for construction of the Septage Receiving Station Replacement Project between the City of Urbana and the Ohio Water Development Authority, and declaring an emergency. (May be passed on first reading)

Resolution No. 2606-21

A Resolution of the City of Urbana Council adopting an Economic Development Agreement by and between the City of Urbana as the Municipal Corporation and Sutphen Corporation as the Enterprise. (May be passed on first reading)

Ordinance No. 4540-21

An Ordinance to revise the Codified Ordinances by adopting current replacement pages. (Suspension of Rules Requested)

Second Reading

Third Reading

Ordinance No. 4534-21

An Ordinance determining to proceed with the improvement of Crescent Drive in the City of Urbana, County of Champaign, Ohio by constructing or repairing sidewalks, curbs, driveway approaches and appurtenances thereto on parts or all of Crescent Drive between Finch Street and Ames Avenue, and declaring an emergency.

Ordinance No. 4535-21

An Ordinance determining to proceed with the improvement of Scioto Street in the City of Urbana, County of Champaign, Ohio by constructing or repairing curbs, gutters, driveway approaches and appurtenances thereto on a section of Scioto Street between Locust Street and Patrick Avenue, and declaring an emergency.

Ordinance No. 4536-21

An Ordinance repealing and replacing Chapter 1129 of the Urbana Codified Ordinance.

Committee Reports

Miscellaneous Business

Adjourn

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6808 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)844-2380 FAX(614)644-3166

TO

00115600010 PERMIT NUMBER		NEW TYPE	A LITTLE BIT MORE LLC DBA HOT HEAD BURRITOS 669 SCIOTO ST URBANA OH 43078	
ISSUE DATE				
09 29 2021 FILING DATE				
D3 PERMIT CLASSES				
11 TAX DISTRICT	066 A	C85427 RECEIPT NO.		

FROM 01/21/2021

PERMIT NUMBER		TYPE			
ISSUE DATE					
FILING DATE					
PERMIT CLASSES					
TAX DISTRICT		RECEIPT NO.			



MAILED 01/21/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 02/22/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL

WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

A NEW 0011560-0010

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF URBANA CITY COUNCIL
205 S MAIN ST
URBANA OHIO 43078

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. For best results, search only **ONE** criteria at a time. If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA	
Permit Number	00115600010
Permit Name / DBA	
Member / Officer Name	

[Search](#) [Reset](#) [Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 00115600010; Name: A LITTLE BIT MORE LLC; DBA: DBA HOT HEAD BURRITOS; Address: 669 SCIOTO ST URBANA 43078		
BRYON A WILEY TRUST RAYMOND WILEY	5% MEMBER	
RAYMOND H WILEY	MANAGE MEM	CEO

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**URBANA CITY COUNCIL
REGULAR SESSION MEETING
TUESDAY, MARCH 16, 2021**

President Pro Tem Paul called the City of Urbana Regular Session Meeting to order at 6:00 p.m. City staff attending: Mayor Bill Bean, Director of Administration Kerry Brugger, Director of Finance Chris Boettcher, Director of Law Mark Feinstein, Water Superintendent Joe Sampson, Zoning Officer Preston Carter, and Zoning Assistant Dusty Hurst.

PRESIDENT PRO TEM CALLED ROLL: Mr. Fields, present; Mr. Hoffman, absent; Mr. Paul, present; Mr. Scott, present; Mr. Thackery, present; Mrs. Collier, present; and Mr. Ebert, present.

MAYORAL PROCLAMATION – March declared Developmental Disabilities Awareness Month.

Mayor Bean stated this was the 34th year that officially recognizes March to be declared as Developmental Disabilities Awareness Month. Leigh Ann Wenning, Superintendent of Champaign County Developmental Disabilities and thanked everyone and advised that they are focusing a “We are better together”. John Hannah stated that it was a privilege to receive this from the City and the Mayor.

LEGACY PLACE UPDATE – Marcia Bailey introduced the management team of Legacy Place, Jill Herron and Shelbie Hill. Mrs. Bailey stated that it took 5 years to complete the project to which is still ongoing but stated that seeing the transformation was phenomenal. Jill Herron spoke about the apartments available. She showed everyone the floor plans and advised that South should be completed in the middle of May and have received 7 applications already. She advised that North should be complete in the middle to late summer and the Douglas should be complete the middle to late December. Shelbie Hill stated that all three buildings will have a large community room. She said that South would have a computer room and library that books would be furnished. She also stated that the Douglas would have a fitness room, computer room and library. Ms. Herron advised that the blackboards will remain along with some paintings and hooks where children would hang their coats. She also advised that Legacy would be partnering with some businesses in town, such as retail, restaurants, etc., and that any resident would receive a “Legacy Card” that could get them a discount. Additionally, included in the “Move-In Packet”, would be gift cards and monthly newsletters. Mrs. Collier asked about pets. Ms. Herron advised that pets would be allowed in all of Legacy Place units. Mrs. Collier asked where the pets would use the restroom. Ms. Herron stated there would be a place for all pets to go and it would be the residents’ responsibility to clean up after their pets. Mrs. Herron said that

should anyone be interested in applying for residency or have any questions, to please contact them at (937) 638-0211, or livelegacyplace.com.

MINUTES

Mr. Thackery moved to put the minutes of March 2, 2021, on the floor for discussion and possible passage. Mr. Scott seconded. Voice vote on approval: all ayes; nays, none.

Motion passed 6-0.

COMMUNICATIONS

None

ADMINISTRATIVE REPORTS - BOARD OF CONTROL

1. Public Entities Pool - \$166,359.00 (Departmental Insurance Accounts)

Mrs. Boettcher advised that the deductibles were adjusted to make the amount closer to the annual renewal and that there were very few claims.

Mr. Thackery moved to put this item on the floor for further discussion and possible passage. Mr. Fields seconded. Voice vote on approval: all ayes; nays, none

Motion passed 6-0.

2. Phase 1 of the “EVERYbody Plays1) inclusive playground project - \$360,000.00 (General Fund)

Mr. Brugger introduced Mary Kay Snyder of the Champaign County Board of Developmental Disabilities and she stated that this was a project they were wanting to pursue for some time now. Mr. Brugger continued by advising that a lot of the current equipment at the park is outdated and some of the newer equipment was purchased in 2011. He added that the City would like to help kick start Lawnview’s efforts in this project. He also stated that we, the City of Urbana, had an obligation to open up the part to more people. Mr. Paul asked how much was raised from the public. Mrs. Snyder stated \$22,000.00 in the past 2 years.

Mr. Thackery moved to put this item on the floor for further discussion and possible passage. Mr. Fields seconded. Voice vote on approval: all ayes; nays, none.

Motion passed 4-2.

CITIZEN COMMENTS

None

ORDINANCES AND RESOLUTIONS

First Reading

Resolution No. 2575-21

A Resolution authorizing the Director of Finance of the City of Urbana to sign the Grant Agreement (FDID#11011) with the State of Ohio, Department of Commerce Division of State Marshal, for the 2021 MARCS Grant for the Urbana Fire Division.

Mrs. Boettcher said that last year, the City was awarded \$49,989.30 for the purchase of mobile radios and \$1,920.00 was awarded for the annual service fee.

Mr. Scott moved to put this Resolution on the floor for further discussion and possible passage. Mr. Paul seconded. Voice vote on approval: all ayes; nays, none.

Resolution passed 6-0.

Resolution No. 2576-21

A Resolution accepting the report of the City of Urbana Tax Incentive Review Council (TIRC) on the status of the Enterprise Zone and Community Reinvestment Area Agreements, to accept the recommendations of the TIRC concerning those agreements.

Marcia Bailey advised that Willow Run /Bundy had a commitment to create 33 jobs and retain 154 jobs and \$3.4 million created in payroll. Further, Memorial Health had a commitment to create 12 jobs and retain 16, and \$2.8 million created in payroll. Also, Phoenix BTS/Navistar had a commitment to create 13 jobs and retain 114 and \$4.4 million created in payroll. She advised that they were down a bit in payroll due to COVID. Additionally, Weidmann had a commitment to create 20 jobs and retain 142 and \$536,000 created in payroll. This too was down due to COVID. Mrs. Bailey also advised that White's was totally expired now.

Mr. Scott moved to put this Resolution on the floor for further discussion and possible passage. Mr. Ebert seconded. Voice vote on approval: all ayes; nays, none.

Resolution passed 6-0.

Resolution No. 2604-21

A Resolution to amend Resolution 2433-21 to modify or increase appropriations within various funds of the City of Urbana, Ohio for current expenses during the fiscal year ending December 31, 2021. (Supplemental Appropriations) (Suspension of Rules Requested)

Mrs. Boettcher advised that the General Fund was increased for the playground at the park and in miscellaneous, increased by \$400,000.00 for additional paving. She added that by doing this, the budget would match the purchase orders. Mr. Brugger added that there was an obligation and/or duty for the community to get ahead with the paving. He also stated that Mr. Bumbalough had a nice list put in place and that these are monies that are in the reserves. Mr. Thackery asked where did that leave the reserves. Mrs. Boettcher advised there was 4.8 million in the General Fund Reserves, which is well above the 15%.

Mr. Fields moved to put this Resolution on the floor for further discussion and possible passage. Mr. Thackery seconded. Voice vote on approval. Point of order from Mr. Paul, suspension of the rules was requested. Mr. Thackery moved to suspend the rules and for passage. Mr. Ebert seconded. Voice vote on approval: all ayes; nays, none.

Resolution passed 6-0.

Second Reading

Ordinance No. 4534-21

An Ordinance determining to proceed with the improvement of Crescent Drive in the City of Urbana, County of Champaign, Ohio by constructing or repairing sidewalks, curbs, driveway approaches and appurtenances thereto on parts or all of Crescent Drive between Finch Street and Ames Avenue, and declaring an emergency. (Requires three readings)

President Hess declared this Ordinance to have its second reading.

Ordinance No. 4535-21

An Ordinance determining to proceed with the improvement of Scioto Street in the City of Urbana, County of Champaign, Ohio by constructing or repairing curbs, gutters, driveway approaches and appurtenances thereto on a section of Scioto Street between Locust Street and Patrick Avenue, and declaring an emergency. (Requires three readings)

President Hess declared this Ordinance to have its second reading.

Ordinance No. 4536-21

An Ordinance repealing and replacing Chapter 1126 of the Urbana Codified Ordinance. (Requires three readings)

Mr. Carter advised that this Ordinance had 1 new section from the last reading pertaining to the material section. He stated they wanted to be more specific. Mr. Thackery asked if stockade fences were still allowed. Mr. Carter advised yes, they were.

President Hess declared this Ordinance to have its second reading.

Ordinance No. 4537-21

An Ordinance authorizing the issuance of not to exceed \$810,000 of various Purpose Limited Tax General Obligation Refunding Bonds by the City of Urbana, Ohio for the purpose of refunding bonds of said City and paying certain costs related to the issuance of such bonds, and declaring an emergency. (Suspension of Rules Requested)

Mrs. Boettcher stated that this pertains to various purpose bonds issued in 2010 involving the renovation of the Armory Building, constructing a new recreation building, replacing water lines, constructing the Scioto Street Enhancement Project and replacing sewer lines. She added back in 2010, the bonds were issued at a 4.83% interest rate. She stated that now is the time to issue new bonds with a much lower interest rate, saving the City \$25,000.00 per year for the next ten years.

Mr. Thackery moved to put this Ordinance on the floor for further discussion. Mr. Fields seconded. Mr. Thackery moved to suspend the three-reading rule and for passage. Mr. Fields seconded. Voice vote on approval: all ayes; nays, none.

Ordinance passed 6-0.

Ordinance No. 4538-21

An Ordinance authorizing the issuance of not to exceed \$375,000 of Mausoleum Improvements Limited Tax General Obligation Refunding Bonds by the city of Urbana, Ohio for the purpose of refunding bonds of said City and paying certain costs related to the issuance of such bonds, and declaring an emergency. (Suspension of Rules Requested)

Mrs. Boettcher advised that the current bond was issued in 2010 at 6.75% , and again, now is the time to issue new bonds with a much lower interest rate, 2.6%, saving the City \$8,000.00 per year for the next ten years.

Mr. Thackery moved to put this Ordinance on the floor for further discussion. Mr. Paul seconded. Mr. Thackery moved to suspend the three-reading rule and for passage. Mr. Paul seconded. Voice vote on approval: all ayes; nays, none.

Ordinance passed 6-0.

Third Reading

None

COMMITTEE REPORTS

Mr. Scott stated that the Infrastructure Committee met with Tyler and Chad and they only question that he had was there any plans in the future to replace water lines on Washington Ave. Mr. Brugger said that the water mains seem to be in good shape from Sycamore up to the High School and that a lot of service lines have been repaired or replaced.

Mr. Thackery advised that the Zoning/Nuisance Committee had a meeting scheduled for this coming Thursday and that the Planning Commission and Board of Zoning Appeals would also be in attendance. He also advised that the Economic Development would be meeting this coming Thursday and that this committee was making good progress.

Mrs. Collier said that she has contacted Mr. Feinstein about setting up a monthly meeting.

Mr. Thackery also mentioned that the Safety Committee would be meeting at 6:00 p.m. this Thursday.

MISCELLANEOUS BUSINESS/WORK SESSION

Mr. Ebert said that several people have contacted him about Pointe North and there is a group of people out there with interest to help re-open it.

Mr. Paul asked if there would be a Work Session next week and it was decided there wouldn't be.

Mrs. Collier thanked Mr. Hall and his department for fixing the gentleman's yard that she mentioned at last Council Meeting.

Mr. Fields moved to give the Council Clerk a 2.5% raise that would be retroactive to the first of the year. Mr. Thackery seconded. Voice vote on approval: all ayes; nays, none.

Motion passed 6-0.

Chief Ortleib stated he was really looking forward to the upcoming Safety Committee Meeting. He added that they would be discussion how the fire department operates. He also sated that there would be 2 new hires coming on board on 4/12/21. He also added that the Community Paramedic Program with Mercy began 2/1/21.

Mr. Brugger advised that the Spring Clean-up began yesterday and will continue through 3/21/21. He added that this was a better set up than previous years. He also mentioned the street sweeper began on March 8, 2021. He also advised that the Compost Facility opened yesterday. He also advised the Bon Air Sewer Project is complete and active. He said the Phase 2A starts back up on Monday, 3/22/21, and that something would be in the newspaper. He then spoke about Pointe North, and mentioned that there was nothing concrete in the planning, but there had been some work going on out there. He also stated that the City was looking for seasonal help and that if anyone was interested, to please look on the City's website.

Mayor Bean stated that there was a Chili Cook-off Community Meeting tomorrow. He also spoke of the festival which would be scheduled for the last Saturday of September. He advised that this coming Thursday there would be a meeting to discuss the anniversary of the Man on the Monument, for he turns 150 years old in December. He gave thanks for everyone that sat on the TIRC Committee. He also thanked Mrs. Boettcher for her efforts in getting the better interest rate for the bonds. He asked for everyone to be safe and to please get their Covid-19 shots.

President Hess stated that Council was allowed 17 people in the meeting room at every Council Meeting with social distancing. Mr. Feinstein confirmed the amount of 17 people.

Mr. Fields moved to adjourn. Mr. Thackery seconded. Voice vote on approval: all ayes; nays, none.

Motion passed 6-0

ADJOURNED AT 7:40 p.m.

NEXT SCHEDULED MEETING

April 6, 2021, at 6:00 p.m.

Council Clerk

Council President

Storm Water Advisory Committee Meeting Minutes
1st Meeting (5 Year Reconvene)
Monday, January 25, 2021 at 7:00 PM

The City of Urbana's first storm water advisory committee meeting for the mandated 5-year reconvene was held this date in the Water Reclamation Facility conference room and was open to the public via in-person attendance or GoToMeeting. The following community representatives were in attendance:

Tyler Bumbalough, City of Urbana
Chris Boettcher, City of Urbana
Brian Wonn, First Baptist Church
David Bacher, Noreast Transport
John Doss, Resident
Dwight Paul, Urbana City Council

Chad Hall, City of Urbana
Brad Yost, City of Urbana
Andy Bauer, Champaign Transit
John Vermilye, Resident
Yvonne Vermilye, Resident
Terry Rittenhouse, Lincoln Professional Serv.

Preliminary

A sign-in sheet was passed around for the nine (9) in attendance. There were three (3) callers via GoToMeeting, including a City of Urbana Councilman serving as an ex officio. Four (4) items were distributed to those in attendance: a meeting agenda, the Storm Water Annual Operation and Maintenance Report, Chapter 929 of the Urbana Codified Ordinances and a summary of the 2017-2024 Storm Water Operating and Capital Improvement Fund. Chad Hall, Public Works Director/Wastewater Superintendent, called the meeting to order and introductions were made. A PowerPoint presentation was shown. Besides City personnel, Brian Wonn, Terry Rittenhouse and John Vermilye were all on the original storm water review committee.

Storm Water Utility Background

Tyler Bumbalough, City Engineer, explained to the attendees that the City of Urbana had, upon resolution by Council, convened a storm water review committee back in 2016. The committee met, decided a storm water utility fee was necessary and submitted draft legislation to City Council. Council passed Ordinance 4466-16 which established Chapter 929 of the Urbana Codified Ordinances on January 18, 2017.

Review of Chapter 929 (Storm Water Utility)

The highlights of Urbana Codified Ordinances Chapter 929 were given by Tyler Bumbalough. No more than 30% of the fees collected would be for operations. The original committee desired that the majority of the funds collected be for capital improvement projects, such as repair and replacement of existing storm water infrastructure. That means the remaining 70% of the revenue would be automatically designated for capital improvements. Chapter 929 established the fee as \$5.00 per month per water meter for all utility customers. The storm water utility fee and structure are reviewed by a committee every five (5) years. Any increase can be no more than 10% above the base rate from any prior five-year term. At the end of the 45-day review period, which is stipulated by ordinance to happen every five (5) years, this committee would make a recommendation to Urbana City Council.

2017-2020 Operation and Maintenance (O&M) Report

Chad Hall then reviewed the summary of yearly operations for storm water from 2017 through 2020. He highlighted catch basin repairs and replacements, manhole repair or casting replacements, pipe cleaning, pipe inspection and emergency storm water calls. As it relates to storm water quality, salt usage, leaf pickup, street sweeping debris and weed spray were tracked too.

Chad Hall then displayed some pictures relating to ditch/basin cleaning, pipe maintenance, in-house manhole casting adjustments, surface water flooding and groundwater flooding. A question was posed about what kind of savings the Sewer Department is realizing by doing the manhole adjustments to grade in-house. Including labor, Chad Hall said they have it down to about \$650 per manhole (plus equipment depreciation) whereas a contractor's price was typically \$1,000 - \$1,200 per manhole.

Past Capital Projects

Tyler Bumbalough covered past capital projects year by year beginning in 2017. In total, large- or medium-scale capital improvement projects in 2017 cost \$52,420, in 2018 cost \$77,504, in 2019 cost \$209,222 and in 2020 cost \$40,818. Projects ranged from emergency pipe replacements to new pipe additions to ditch cleaning. The reason 2019 was so high was because a new storm sewer system was placed along Hill Street and upgrades/replacements were made downtown to the storm water system within the Monument Square Intersection Improvements.

Future Capital Projects

Future storm water projects were then laid out by Chad Hall and Tyler Bumbalough. About seven (7) large- or medium-scale projects were listed with the expected primary funding source. In many cases, the City would still need to pursue grant funding; the Storm Water Utility revenue would act as local match when project costs were large. Some of the larger upcoming projects include the Railroad Street Storm Project, which the City anticipates funding through a Community Development Block Grant and local storm water dollars, and the South High Street storm system, which would be part of the larger South High Street Improvements. The latter would be funded through OPWC and local storm water capital.

Open Discussion

Finally, City officials turned it over to the rest of the committee for discussion and questions.

John Doss asked if any changes the committee recommends don't go into effect until January of 2022, what's the hurry to meet early in 2021. Chad Hall and Tyler Bumbalough talked about the five-year guideline and wanting to get out ahead of it. Now that we met once, the committee is supposed to meet over the course of 45 days to consider a recommendation to Council. That recommendation could be do nothing, change the ordinance completely, remove the ordinance and the fee completely, or make minor edits such as increasing the utility fee.

Brian Wonn posed a couple questions. Why does salt use show up in the storm water O&M report? Chad Hall answered that it's just for tracking purposes as it relates to an Ohio EPA mandated Good Housekeeping metric that encourages limited salt use. Salt is seen as a contaminate for surface waters and the same is true for leaves and weed spray. Brian Wonn

also asked if the City is doing anything to treat water quality, especially in new development? Tyler Bumbalough stated that there are more “green” methods of storm water control being implemented. In the upcoming South High Street Improvements, water quality units are being proposed for storm water treatment before the storm water exits the corridor. Recharge (or infiltration) basins have been designed in the City recently. Also, the new school site implemented bioretention swales and stepped settling ponds to help filter and absorb water before it exited their site. Brian Wonn’s last comment was that he still believes the storm water charge is a tax/fee rather than a utility since utilities are metered. Terry Rittenhouse and he thought the City had been good stewards of the revenue so far based on the work accomplished.

Dave Bacher asked what is our need for the next five (5) years? Tyler Bumbalough stated that this would be a good thing to prepare and discuss in our next meeting. He also said that the City takes in roughly \$280,000 a year on average right now. A 10% increase would net an additional \$29,000 or so a year and raise everyone’s bill from \$5.00 per meter per month to \$5.50.

Terry Rittenhouse stated that he has an interest in this fee because he does own rentals across town, and therefore quite a few meters that incur the charge. Being a part of the original committee that introduced this fee, he did not take his role lightly. He voted for the fee then because he thought it was necessary. With the work accomplished in the past four (4) years, he feels like he would still make the same decision he made back in 2016 all over again.

Dwight Paul, third ward Councilman, stated that the recommendation to Urbana City Council could be a number of things. Two examples were A) a simple communication stating the committee finds no changes are necessary and B) a revised ordinance that would undergo three readings for adoption.

Meeting Schedule

Another storm water advisory committee meeting would be held at 7:00 PM on Monday, February 15, 2021 (moved from February 8 because of overbooking the room). The location would be at the training room in the Municipal Building at 205 S. Main Street. A GoToMeeting option would be available for the public or advisory committee members.

Storm Water Advisory Committee Meeting Minutes
2nd Meeting (5 Year Reconvene)
Monday, March 1, 2021 at 7:00 PM

The City of Urbana's second storm water advisory committee meeting for the mandated 5-year reconvene was held this date in the Municipal Building training room and was open to the public via in-person attendance or GoToMeeting. The following community representatives were in attendance:

Tyler Bumbalough, City of Urbana
Chris Boettcher, City of Urbana
David Bacher, Noreast Transport
John Doss, Resident
Dwight Paul, Urbana City Council

Chad Hall, City of Urbana
Andy Bauer, Champaign Transit
John Vermilye, Resident
Yvonne Vermilye, Resident

Preliminary

A sign-in sheet was available for the five (5) attendees there in person. There were four (4) callers via GoToMeeting, including a City of Urbana Councilman serving as an ex officio. Two (2) items were distributed to those in attendance: a meeting agenda and a list of future capital projects with estimated costs. Tyler Bumbalough, City Engineer, called the meeting to order. The 2017-2024 storm water operating and capital budgets were displayed on the projector and GoToMeeting for everyone in attendance.

Action on Previous Meeting Minutes

Tyler Bumbalough explained that he had emailed the committee a set of meeting minutes from the first meeting on Monday, January 25, 2021. John Doss moved to approve the minutes as written. Dave Bacher seconded. All in favor.

Future Capital Projects

Tyler Bumbalough explained the handout regarding future capital projects. These projects were shown on the slideshow at the previous meeting and the group had requested costs be assigned to each to get a better understanding of what demands the storm water budget would have on it in the coming years. The eight (8) projects were arranged in approximate chronological order and Tyler Bumbalough explained each with help from Chad Hall, Public Works Director/Wastewater Superintendent. They totaled \$2,924,000, with approximately \$1,600,000 available in possible/proposed grants. One project at least (the Maple Tree holding pond at an estimated \$60,000) could be taken out of the storm water operating fund since it was a maintenance item.

Expenses Versus Revenue Discussion

Tyler Bumbalough explained the previous meeting's handout shown on the screen regarding the actual and budgeted revenue and expenses from 2017 to 2024. The average current revenue for the storm water fund is roughly \$280,000 a year, split 30%/70% between operating and capital, respectively. When considering the 10% increase, which the ordinance allows, it would provide another \$28,000 or so a year, subject to the aforementioned splits.

John Doss asked whether we would even need to go to Council to enact the \$0.50 monthly increase. Dwight Paul said he was unsure but thought that Council should weigh in in some manner, whether that be by a change to the \$5.00 per meter fee in the ordinance or simply a motion of support. Chris Boettcher agreed that the paragraph implementing the \$5.00 fee would need amended at Council. Tyler Bumbalough would confer with Mark Feinstein, the City of Urbana Law Director, for the best route for the committee's final recommendation(s). John Doss continued that, since it was a new program, he thinks it would be wise to stay within the confines of the current ordinance, but possibly at the next five (5) year review the committee may provide additional funds past a 10% increase by getting the ordinance changed at Council. It was obvious that our needs outweigh the budget because of years of deferred maintenance on our storm water infrastructure.

Andy Bauer asked if the 10% increase would even take care of the projects we've listed. Tyler Bumbalough said he wasn't sure, but was never of the opinion that we should go outside the original committee's intent of no more than a 10% increase at the five (5) year review. Andy Bauer was OK with going to the 10% increase (\$0.50). Although it may seem like a lot for some folks, it costs less than a pack of cigarettes a year.

John Vermilye commented that the improvements that we make can last a long time, but there are a lot of miles of storm lines to maintain.

Dave Bacher asked a question about the \$70,000 allotted for the Park Avenue storm line extension. How does that benefit the City and not just the developer? Tyler Bumbalough explained that in the original discussion with the storm water committee four (4) to five (5). The second question was related to the gabion baskets and how long they've lasted. Chad Hall responded that the baskets were put in during the bike path installation in the 2006 timeframe he thought. Tyler Bumbalough stated they may be repairable but the cost he estimated is for replacement. The City would try to re-anchor or reset the baskets if achievable.

Tyler Bumbalough then read an email from Brian Wonn, a committee member unable to attend the meeting. The email reads as follows, "I am guessing that inflationary costs alone will present an income deficit. I would hope that the fee charged to homeowners could be kept at the present level, or not more than the [10]% increase as allowed by the current ordinance. Some people could pay an increased fee without much difficulty; but for many people a significant increase would be rather burdensome. There may be a need to form some sort of tiered system where a larger fee could be assessed for larger contributors to the storm water runoff. Even here, however, I would urge restraint. It is most likely the case that the financial capacity to pay higher fees does not always track the "square footage of hard surface" for the various types of businesses and institutions. I am thinking a modest increase of income to the storm water fund to allow keeping on track the kind of projects that were discussed at our last meeting. From what [Chad] and Tyler presented at the last meeting, it seemed to me that you were doing some good work on a modest budget. I think the committee would be supportive of seeing that type of arrangement to continue."

With that Dave Bacher made a motion to increase the fee from \$5.00 to \$5.50 (10%). John Doss seconded. All were in favor.

Chad Hall brought up the idea of making the storm water fund an enterprise fund, like water and sanitary sewer are. The committee discussed making the fund an "enterprise fund" in order to make it sustainable for the future. The committee went as far to approve a motion to include this language in a revised ordinance, however, Chris Boettcher interjected that the language actually did exist in the first paragraph of the ordinance (929.01). The motion would not be needed. However, she did agree that strengthening the ordinance to allow it to incur debt would be beneficial. Chris Boettcher suggested that be added to paragraph 'd' of 929.03. John Doss made a motion and Andy Bauer seconded for the Storm Water Utility Enterprise Fund to be able to incur debt by adding that language to the ordinance. This would make it possible to take on a loan. The motion moved to a vote and all were in favor of adding this language.

Dwight Paul stated that once these two recommendations are brought to Council, that he would be considered the sponsor.

Recommendation to Council

Tyler Bumbalough stated that he would prepare the necessary changes to the ordinance and email them to the committee. No further action by the committee should be necessary, therefore, we should not need to meet again.

Final Comments

Chad Hall thanked everyone for their participation in the reconvening of the storm water committee. He appreciated people taking time from their personal life to look at this important issue and.

Dave Bacher made a motion to adjourn.



March 11, 2021

Urbana City Council
205 S. Main Street
Urbana, Ohio 43078

RE: Stormwater Review Committee Report

Dear Council,

The Stormwater Review Committee convened twice over a 45-day term beginning January 25, 2021 in order to review Urbana's current Chapter 929 and make recommendations to Council per its establishment and duties listed under Chapter 929.04. The Committee is pleased to present the following recommendations, corroborated by the attached minutes of January 25th and March 1st.

1. Increase the fee 10% from \$5.00 to \$5.50.
2. The fund shall be able to incur debt.

The former falls within the confines of the current ordinance, which states there shall be "no increase of more than 10 percent above the base rate from any prior five-year term." The latter gives the stormwater utility enterprise fund the ability to take on loans by incurring debt.

Dwight Paul, Urbana City Councilman, served as ex officio on this committee.

Sincerely,

Tyler Bumbalough, P.E.
Urbana City Engineer

Chad Hall
Public Works Superintendent

Enclosures

Kerry Brugger

From: Terry Meeks <terry.meeks@aes.com>
Sent: Monday, March 29, 2021 10:39 AM
To: Kerry Brugger; Doug Crabill
Cc: Jason Willis
Subject: AES Ohio Planned Line Clearance Community Notification - DA1201 and DA1203

COPY

All-

We will begin trimming two of our Urbana circuits in the next couple of weeks and wanted to give you a heads up. Our contractor, Lewis Tree Service will be trimming the area out of our new substation located on S Edgewood St. Circuit DA1201 travels north out of the substation and travels along Muzzy Rd for a short distance. The circuit also follows along College Way and Storms Ave. and also along S and N Russell . This circuit takes in the area north of of Hill St and south of Laurel Oak St. as well as east of Russell and west of Sycamore St. Circuit DA1203 follows along Edgewood and to the east of Edgewood to and along S and N Rohrer St. It also runs north of College Way to south of Hagenbuch St. We will initiate an outbound phone call to all customers on both circuits today at 2:00 pm announcing the upcoming work. Lewis will also attempt to make contact with each property owner prior to commencing any work. Below is the call script:

Hello, Dayton Power and Light is now AES Ohio. This call is to let you know that our contractor, **Lewis Tree Service**, will be conducting line clearance tree trimming in your area. If there are trees on your property that are close to the powerlines a **Lewis** representative will notify you in advance of any necessary trimming. If you are not at home, the **Lewis** representative will leave a door hanger with contact information where you may reach them to answer any questions. ALL POLES ARE CLEARED OF ANY VEGETATION. If you have general questions you can contact AES Ohio at 937-331-3900. Or visit our website at AES-Ohio.com for information about our tree trimming and Right Tree Right Place programs. Thank you.

Please let me know if you have any questions or concerns.

Thanks,

Terry Meeks

Supervisor/Line Clearance, ISA Arborist
1900 Dryden Rd. | Dayton, Ohio 45439
Desk: 937-331-4435
Terry.meeks@aes.com



COPY

Oak Dale Cemetery Board
Meeting Minutes Friday, January 15, 2021

Board Members Present: Wayne Smith, Bill Edwards, Jo Frasure, Patsy Thackery, Casey Evans and Tonya Barrett
Others Present: Kerry Brugger

Wayne Smith called the meeting to order at 2:30 PM.

Minutes were reviewed from the September 18, 2020 meeting. Bill Edwards made a motion to approve the minutes, seconded by Tonya Barrett. Motion unanimously approved.

Minutes were reviewed from the November 20, 2020 meeting. Bill Edwards made a motion to approve the minutes, seconded by Patsy Thackery. Motion unanimously approved.

New Business:

Annual Reorganization:

- Wayne Smith nominated by Bill Edwards to serve as Chair, seconded by Tonya Barrett. Motion unanimously approved.
- Tonya Barrett nominated by Bill Edwards to serve as Secretary, seconded by Wayne Smith. Motion unanimously approved.
- 2021 Meeting dates: March 19, May 21, July 16, September 17 and November 19. Meeting times will be 2:30pm. Meeting location may vary.

Old Business:

- Kerry Brugger announced Casey Evans and John Bry have been appointed as a Board Alternates by Mayor Bill Bean.
- Section 69: Foundation has been poured and anticipate monument being installed in May 2021-weather depending.
- Admin Regs: Kerry Brugger reviewed admin regs, updated definitions of Section 69. Most significant change Section 69 sold by square footage.

New Business:

- Wayne Smith discussed current board member terms. Bill Edwards and Jo Frasure term expires 12/31/2021. Wayne Smith and Tonya Barrett term expire 12/31/2022.

Updates from Bob Jumper:

- Wreaths across America went very well.
- 2020-109 Burials, 2021 10 YTD
- Section 69 has been pinned per survey.
- 2021 Projects-Replace carpet in Shepherd Mausoleum, Repair concrete approach/ramp at Shepherd Mausoleum. Others TBD

Kerry Brugger updates:

- Cemetery Trust Income: \$13,245.96
- Mausoleum Trust: \$15,577.09
- Cemetery Trust Principal \$88,381.62
- Cemetery Improvement Fund \$4,318.50
- Challenged the Board to think of ideas for re-purposing the old superintendent office.
- Bylaws will need to be updated. Kerry will send to Board to review.

Comments:

- Jo Frasure brought up the new mausoleum not being enclosed. Board discussed pros/cons of enclosing.

Bill Edwards made a motion to adjourn, seconded by Patsy Thackery.

Motion unanimously approved.

The next meeting will be on Friday March 19, 2021 at 2:30 pm at the City Building.

Respectfully submitted,


Tonya Barrett



6100 Emerald Parkway
Dublin, OH 43016

COPY

March 10, 2021

To Our Valued Customers,

During the past several weeks, we have all felt the effects of the polar vortex that occurred in February. The extreme winter weather took a tragic toll on the people of Texas in particular. Record cold temperatures, snow and ice storms led to widespread shortages of power, water and food. Our hearts go out to those who have suffered, and we have donated \$25,000 to the American Red Cross' Texas Relief Fund. We have also encouraged our employees to donate as well.

As the cold weather lifted, even more shocking stories have come out about the incredibly high energy bills that are now being sent by suppliers to customers in Texas. We have seen numerous suppliers go into bankruptcy, default on their customer commitments or simply discontinue business. Some suppliers were so ill-prepared and caught off guard by below-normal temperatures across the U.S. that they are now passing on higher costs to customers in states other than Texas, even though there were no supply disruptions in those states.

We want to assure our customers that we intend to honor all our contractual commitments to you. While there were supply disruptions in the South and extreme volatility throughout the energy markets, we believe it is our job to responsibly manage these risks on behalf of our customers. We have always taken pride in our risk management policies and financial strength. Our excellent fiscal health empowers us to meet the needs of our customers. In fact, we continue to proactively offer long-term pricing to our customers now so they can take advantage of low commodity futures prices.

With that promise, we thank you for your business and your trust. We hope this provides reassurance that we will continue to honor our commitments to you as we have always done for more than 30 years.

Sincerely,

A handwritten signature in black ink that reads "Scott White".

Scott White
President & CEO, IGS Energy

M&T Excavating LLC.		Newcomer Concrete Services, Inc.		Performance Site Development, LLC		A&B Asphalt, Corp	
Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	\$195,644.94		\$215,015.65		\$248,053.50		\$262,084.29
\$3.10	\$7,595.00	\$7.15	\$17,517.50	\$8.00	\$19,600.00	\$16.38	\$40,131.00
\$1.10	\$2,061.40	\$2.00	\$3,748.00	\$3.50	\$6,559.00	\$5.47	\$10,250.78
\$5.10	\$2,764.20	\$18.00	\$9,756.00	\$24.00	\$13,008.00	\$14.54	\$7,880.68
\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$2,445.00	\$2,445.00	\$13,335.84	\$13,335.84
\$65.00	\$780.00	\$25.00	\$300.00	\$40.00	\$480.00	\$47.06	\$564.72
\$60.50	\$23,292.50	\$76.73	\$29,541.05	\$59.80	\$23,023.00	\$81.03	\$31,196.55
\$3.20	\$11,520.00	\$4.20	\$15,120.00	\$3.50	\$12,600.00	\$4.00	\$14,400.00
\$7.15	\$2,059.20	\$4.55	\$1,310.40	\$7.10	\$2,044.80	\$5.06	\$1,457.28
\$190.30	\$30,448.00	\$211.07	\$33,771.20	\$186.95	\$29,912.00	\$234.96	\$37,593.60
\$65.00	\$10,205.00	\$58.00	\$9,106.00	\$65.50	\$10,283.50	\$54.00	\$8,478.00
\$6.50	\$11,960.00	\$5.65	\$10,396.00	\$7.25	\$13,340.00	\$4.95	\$9,108.00
\$350.00	\$2,450.00	\$300.00	\$2,100.00	\$355.00	\$2,485.00	\$625.00	\$4,375.00
\$17.25	\$42,262.50	\$15.95	\$39,077.50	\$28.00	\$68,600.00	\$17.25	\$42,262.50
\$250.00	\$1,750.00	\$755.00	\$5,285.00	\$375.00	\$2,625.00	\$1,049.44	\$7,346.08
\$4,290.00	\$4,290.00	\$3,000.00	\$3,000.00	\$3,750.00	\$3,750.00	\$10,000.00	\$10,000.00
\$5,225.00	\$5,225.00	\$4,987.00	\$4,987.00	\$6,300.00	\$6,300.00	\$6,990.00	\$6,990.00
\$7,000.00	\$7,000.00	\$7,409.00	\$7,409.00	\$2,675.00	\$2,675.00	\$4,405.94	\$4,405.94
\$410.00	\$2,050.00	\$200.00	\$1,000.00	\$375.00	\$1,875.00	\$125.00	\$625.00
\$150.00	\$900.00	\$200.00	\$1,200.00	\$300.00	\$1,800.00	\$80.79	\$484.74
\$209.00	\$8,360.00	\$200.00	\$8,000.00	\$225.00	\$9,000.00	\$82.69	\$3,307.60
\$71.50	\$3,217.50	\$125.00	\$5,625.00	\$79.00	\$3,555.00	\$65.00	\$2,925.00
\$3.57	\$4,826.64	\$1.75	\$2,366.00	\$4.10	\$5,543.20	\$3.25	\$4,394.00
\$7,128.00	\$7,128.00	\$2,400.00	\$2,400.00	\$6,550.00	\$6,550.00	\$571.98	\$571.98
	\$195,644.94		\$215,015.65		\$248,053.50		\$262,084.29



POOL MANAGEMENT AGREEMENT EXTENSION

This agreement is between the City of Urbana, an Ohio municipal corporation (the "City"), and the Champaign County Family YMCA, ("YMCA"), an Ohio non-profit institution, for the management and operation of the Wendell Stokes Municipal Pool ("the Pool"), located in the City's Melvin Miller Park.

This agreement is a one (1) year extension of the previous agreement between the parties, effective January 1, 2017, and terminating December 31, 2017. It is agreed that said Agreement is extended for an additional term, thru December 31, 2021.

This agreement extension incorporates Attachment A without altering any provisions of that document other than the effective date; the swim season opening date of May 29, 2021; swim season closing date of August 15, 2021; and the YMCA's 2021 operating budget. (See Attachment B). No other modifications are made to any of the provisions regarding parties, premises, or responsibilities of the parties to this agreement.

This agreement may not be modified verbally or in any other manner other than by written agreement signed by authorized representatives of the parties or their respective successors in interest.

To evidence the parties' agreement to this Agreement, the parties have executed and delivered it on this date of _____, 2021, but in effect as of January 1, 2021.

For the City of Urbana

By: _____
Kerry Brugger, Director of Administration

For the Champaign County Family YMCA

By: _____
Paul Waldsmith, CEO

Approved as to form:

By: _____
Mark Feinstein, Director of Law

By: _____
Legal Counsel, YMCA

Attachment A

**CITY OF URBANA
POOL MANAGEMENT AGREEMENT**

This agreement is between the City of Urbana, ("the City"), an Ohio political subdivision, and the Champaign County Family YMCA, ("YMCA"), an Ohio non-profit institution, for the management and operation of the Wendell Stokes Municipal Pool ("the Pool"), located in the City's Melvin Miller Park upon the terms and conditions set forth below.

1. **PARTIES:** The parties to this agreement are:
 - City: City of Urbana
205 South Main Street
Urbana, Ohio 43078

 - YMCA: Champaign County Family YMCA
191 Community Drive
Urbana, Ohio 43078
937-484-3549

2. **PREMISES:** The premises are the Wendell Stokes Municipal Pool, inclusive of its grounds, chemical and mechanical rooms, restrooms and parking areas at the Melvin Miller Park.

3. **TERM:** The initial term of this agreement commences January 1, 2017, and ends December 31, 2017. The initial term may be renewed for additional one (1) year terms thereafter upon the same terms as contained in this agreement unless the City or YMCA mutually agree in writing to different term time periods or other modifications. If a party does not intend to renew this agreement for an additional term, the non-renewing party shall provide written notice of intent not to renew to the other party sixty days prior to the expiration of the prior year term.

4. **RIGHTS TO TERMINATE:**
 - a. Either party may terminate this Agreement upon delivery of a ninety (90) day written notice, prior to the end of any term, of the intent to terminate, which notice shall be given via certified U.S. Mail.
 - b. Should the either party fail to discharge any of their duties and responsibilities, the party alleging default shall give written notice of such default. If such default continues for thirty (30) days after receipt of such notice, the party alleging default shall have the right to terminate this Agreement by giving written notice of such termination.
 - c. Should conditions arise that are beyond the authority and control of the YMCA that would prevent it from discharging the aforementioned duties and responsibilities, the YMCA shall give written notice of such conditions to the

City. If such conditions continue unabated for thirty (30) days after receipt of such notice, the YMCA shall have the right to terminate this Agreement.

- 5. DUTIES & RESPONSIBILITIES OF THE YMCA:** The YMCA shall provide all necessary labor, materials, supervision, administration and insurance to perform all services necessary for the efficient and economical operation and management of the Wendell Stokes Municipal Pool, as described in the City's Request For Proposal (RFP), a copy of which is attached as Exhibit A, and the YMCA's October 16, 2016 response to the RFP, a copy of which is attached as Exhibit B, as follows:
- a. The YMCA shall begin promoting and selling season tickets no later than April 15, 2017.
 - b. The YMCA shall provide appropriate qualified staffing to prepare the Pool for its opening to the public on Saturday, May 27, 2017 and its operation through Saturday, August 19, 2017, including Pool Management, Lifeguards, Pool Maintenance Staff and a Certified Pool Operator to support daily public operations, along with all scheduled swim lessons, pool activities, private rentals, or other public events.
 - c. The YMCA shall provide appropriate qualified staffing to prepare the Pool for its seasonal closing and winterization, beginning Monday, August 21, 2017.
 - d. The YMCA shall assure that the Pool's operation is conducted in accordance with all local, state and federal regulations, and shall notify the City immediately of any operations not complying with these requirements.
 - e. The YMCA shall at all times promote the interests of the City through communication and shall act in a professional manner at all times during contact with the public or outside support vendors.
 - f. The YMCA shall maintain all mechanical systems and support equipment in proper working order.
 - g. Within thirty (30) days of the season closing, the YMCA shall evaluate the pool's needs and assist the City in forecasting a mutually agreeable budget for the 2018 Fiscal Year.
 - h. In addition to the day-to-day pool operation, the YMCA will identify projects that require completion to continue to maintain and upgrade the pool infrastructure, and will assist in sourcing the necessary material/labor/services and overseeing projects either with their personnel or contracted vendors.
 - i. The YMCA shall provide periodic performance status reports to the City and attend various and relevant meetings where pool related needs are discussed.
 - j. The YMCA shall manage the consumable supplies (i.e. paper and cleaning supplies, disinfectant solutions, soap and toilet tissue), chemicals, back-up equipment and other spare parts inventory for the pool operation and coordinate with the City when additional replacement parts must be ordered.

6. DUTIES & RESPONSIBILITIES OF THE CITY: The City assumes responsibility to provide the following:

- a. All utilities, including water, natural gas, electricity, solid waste removal (dumpsters) and telephone.
- b. Structural (building) and grounds maintenance, (i.e. lawn care, fence repair, etc.)
- c. Major capital repairs or replacements
- d. Reimbursement for any and all funds expended by the YMCA in performance of this agreement.

7. COMPENSATION

- a. For the 2017 pool season, beginning April 15, 2017 through September 15, 2017, the YMCA shall be compensated in accordance with the budget outline included in the YMCA's response to the RFP, including a Management Fee of \$20,000.00, which will be paid incrementally throughout the period upon invoice by the YMCA bookkeeper.
- b. The YMCA shall be compensated for providing the pool management services in accordance with State and Federal law at the following rate & fee structure:
 - i. Pool Manager \$10.00 per hr.
 - ii. Asst. Pool Manager \$ 9.25 per hr.
 - iii. Lifeguard Staff \$ 8.15 per hr.
 - iv. Pool Maintenance Staff \$ 9.00 per hr.
 - v. Certified Pool Operator \$10.00 per hr.
- b. The YMCA shall periodically invoice the City for the Pool Management fee as well as for any and all funds expended by the YMCA in performance of this agreement. The City shall pay all such invoices within 14 days of the date of the invoice.
- c. The City and the YMCA understand and agree that the compensation set forth in paragraph 7(b) may be subject to increase upon agreement of the parties and if the revenue generated by operation of the Pool warrants such increase.

8. BINDING EFFECT: It is mutually agreed that the terms hereof shall inure to the benefit of and be binding upon the respective mutually agreed upon successors and assigns of the parties hereto.

9. CONFIDENTIALITY: During the term of this agreement and thereafter, the YMCA may have access to private and confidential information and shall, within the bounds of state, federal and local laws, keep secret and inviolate all information of a confidential nature that the YMCA comes to know as a result of this service agreement. The City's recreation user records are an exemption to the Ohio Public Records Act as recognized by Ohio Revised Code Section 149.43.

10. SECURITY: During the term of this agreement, the YMCA shall provide verification that all pool personnel have successfully completed a criminal background check.

11. GENERAL PROVISIONS: The following general provisions are agreed by both parties:

- a. **Governing Law:** The laws of Ohio govern all matters relating to this Agreement.
- b. **Severability:** If any provision of this Agreement is void or unenforceable, the other provisions of this provision remain in effect, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable.
- c. **Amendments:** This Agreement may be amended only by an agreement in writing signed by both parties, consistent with Section 3 of this agreement.
- d. **Independent Parties:** This Agreement does not create a partnership, joint venture or similar business/agency relationship between the City and the YMCA. Neither party shall have the right to make representations on behalf of the other party or to obligate or bind the other party in any manner whatsoever, except as expressly provided in this Agreement.
- e. **Assignment:** This Agreement may not be changed or terminated orally and may not be assigned by either party to any successor without the prior written consent of the other party.
- f. **Notice and Communications:** Any written notice or other writing shall be delivered via certified U.S. mail, return receipt requested, when necessary, to the addresses below. Phone and e-mail may be used for other communications as outlined in this agreement.

12. INSURANCE: The YMCA shall maintain liability insurance complying with the laws of the State of Ohio, with a minimum of \$1,000,000.00, and naming the City of Urbana as additional insured. The City shall maintain liability insurance complying with the laws of the State of Ohio, with a minimum of \$1,000,000.00, and naming the YMCA as additional insured

13. NON-DISCRIMINATION: The YMCA certifies it is an Equal Opportunity Employer and shall remain in compliance with all state and federal laws and regulations relative to the Americans With Disabilities Act.

14. INDEMNIFICATION/HOLD HARMLESS: To the extent permissible by law, the City agrees to indemnify and hold harmless the YMCA with respect to any liability arising out of the YMCA's management and operation of the pool so long as that management and operation is within the bounds of this agreement and within the bounds of Ohio law.

15. NOTICES

- a. All notices or other communication shall be in writing with respect to this Agreement and shall be effective upon receipt if personally delivered, or three (3)

days after being deposited in the United States mail, properly stamped and addressed as follows:

If to City of Urbana:

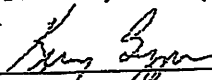
Kerry Brugger, Director of Administration
205 South Main Street
Urbana, Ohio 43078

If to the YMCA:

Paul Waldsmith, CEO
197 Community Drive
Urbana, Ohio 43078

As evidenced by their signatures below, authorized representatives of the City and the YMCA have executed this Agreement as of February 16, 2017.


CITY OF URBANA, OHIO (City):

By: 

Name: Kerry Brugger

Title: Director of Administration

CHAMPAIGN FAMILY Y (the YMCA):

By: 

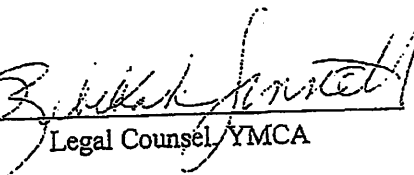
Name: Paul Waldsmith

Title: CEO

Approved as to form and content:

By: 

Director of Law

By: 
Legal Counsel, YMCA

ATTACHMENT B

YMCA CITY POOL OPERATIONS BUDGET - 2021

	Total
Pool Manager	\$ 7,000.00
Assistant Pool Manager	\$ 6,000.00
Lifeguard Staff (Reg. hrs.)	\$ 24,000.00
Lifeguard Staff (Rental hrs.)	\$ 2,000.00
Pool Maintenance Staff	\$ 5,950.00
Payroll taxes & processing	\$ 6,775.00
Program Supplies	\$ 3,250.00
Health Dept. Licenses & Permits	\$ 650.00
Cell Phone	\$ 0.00
Repairs/Replacements	\$ 1,685.00
Consumable Chemicals/Supplies	<u>\$ 8,850.00</u>
YMCA Management Fees	\$ 25,000.00
Total:	\$ 91,160.00

BOC3



Project:
Urbana, OH WWTP

Equipment:
SAVI Beast Septage Receiving Station Model VFA-1200-DM

Represented By:
JAGS Environmental
George Young
Phone: 859-342-4944
Email: george@jagsenv.com

Regional Sales Manager:
SAVECO North America
Formerly Enviro-Care
Brian Serio
Phone: 224-302-0315
Email: bserio@enviro-care.com

Project No.: WEC220156
March 30, 2021



SAVECO North America, Inc.
Formerly Enviro-Care
1570 St. Paul Ave.
Gurnee, IL 60031
P: 815.636.8306 • F: 847.672.7968
www.enviro-care.com • ecsales@enviro-care.com

ITEM: "A" - One (1) SAVI Beast Septage Receiving Station Model VFA-1200-DM



BASIS OF DESIGN

Number of Units:	One (1)
Application:	Septage Receiving
Influent Solids Concentration:	3-4 %
Estimated Capacity @ 3-4% Solids:	660 gpm
Clean Water Hydraulic Capacity:	5,000 gpm
Screen Perforated Opening:	6 mm
Nominal Screen Basket dia.:	47 inches
Nominal Screw Conveyor dia.:	10 inches
Screenings Discharge Height:	5.5 feet above operating floor
Drum Drive motor HP:	2.0 HP
Screw Drive motor HP:	2.0 HP
Spray wash water requirement:	48 gpm @ 40-60 psi
Inlet pipe size:	4-inch flanged
Outlet pipe size:	10-inch flanged

DESCRIPTION OF EQUIPMENT:

- Fully automatic, self-cleaning, dual drive, septage receiving system incorporating a perforated plate rotating drum screen and an integral screenings washing, conveying and dewatering/compacting contained within a tank from type 304 stainless steel.
- The septage receiving unit shall be a dual drive system which allows the drum and screw to be driven independently.
- A cylindrical drum screen shall be constructed of perforated plate media in type 304 stainless steel with 6 mm perforations around the entire basket.
- The drum screen shall be mounted on the drive end using a large diameter, single row, heavy duty industrial slewing ring bearing assembly with integral ring gear comprising part of the screen drive system.

- Drum gear reducer drive unit with 2.0 HP TEFC-XP (Class I, Division 1, Group D) motor suitable for 460/3/60 electrical supply.
- The tank mounted rotating drum screen, conveying and dewatering system shall be positioned at a 25° angle of inclination from horizontal and includes a pivoting/retraction assembly to allow the drum to be retracted for seal replacement or rotated out of the tank for full maintenance.
- A cleaning brush and spray bars shall be located on the outside of the screen drum to prevent small solids from passing through the screen.
- Angled lifting vanes shall be positioned inside the drum screen to retain and lift solids into the screw trough.
- The screw trough shall extend beyond the drum screen opening at the influent end to maximize solids capture and reduce screenings recycle.
- The drive assembly for the screw shall be attached via a drive support flange welded to the upper end of the screenings transport tube.
- Screw drive unit with 2.0 HP TEFC-XP (Class I, Division 1, Group D) motor suitable for 460/3/60 electrical supply.
- The shafted screenings screw conveyor to be constructed from high strength alloy steel with a two-part epoxy coating.
- Compaction zone integral to the screw conveyor and with perforated drainage section, latched & hinged cover from type 304 stainless steel and safety interlock switch.
- Dewatering zone drain flush spray system from type 304 stainless steel with manual ball valve.
- Transport tube spray system from type 304 stainless steel and rubber hose with manual ball valves.
- The septage receiving unit shall be supplied with a two-stage tank. The inlet section of the tank shall slope toward the screen to prevent sedimentation. The second stage of the tank shall house the rotating drum screen.
- Tank flush wash system from type 304 stainless steel with manual ball valve.
- All covers will be gasketed and either hinged, bolted or latched.
- One (1) 4-inch cam lock (male) aluminum, NPT for hauler hose connection (shipped loose).

HARDWARE (EACH)

- Assembly fasteners from type 304 stainless steel.
- Anchor rods from type 304 stainless steel.

CONTROL PANEL AND INSTRUMENTATION (EACH)

- One (1) NEMA 4X type 304 stainless steel wall mount main control panel suitable for 480/3/60 electrical supply. Control panel shall contain the following control devices for operation of the Beast unit.
 1. Main disconnect with through door interlock handle.

2. Control Power Transformer, 480/120VAC w/branch circuit protection.
 3. Surge Protection Device, 120 VAC.
 4. Motor starter w/ overload (drum motor)
 5. Motor starter, reversing w/ overload (screw motor)
 6. Load monitor (screw motor).
 7. Pilot lights, (Motor Run & Fault, Control Power, High Water Level).
 8. Push buttons (E-Stop, System Reset).
 9. Selector Switches (Motor HOA, Wash Solenoid and Electrically Actuated Ball Valves HOA).
 10. Programmable Logic Controller, Allen-Bradley MicroLogix, with Ethernet and Required IO.
 11. Operator Interface Unit, Allen Bradley PanelView 800 with 4-inch screen.
 12. Panel Heater, with Thermostat.
 13. Reset pushbutton.
 14. Intrinsically safe barrier relay for level sensor.
 15. UL Label.
- One (1) NEMA 7 Local Control Station to include the following operators
 1. Emergency Stop Pushbutton.
 2. Auger Hand-Off-Auto Selector Switch
 3. Auger Forward-Off-Reverse Selector Switch
 4. Drum Hand-Off-Auto Selector Switch
 5. Spray System Open-Close-Auto Selector Switch
 - One (1) NEMA 7 Safety Microswitch: 120-volt safety interlock switch shall be factory mounted to the compaction/discharge zone access door. Interlock switch shall prevent operation of the screen while a door is open.
 - One (1) NEMA 7 brass body solenoid valve, 120-volt, single phase, 60 Hz, to control flow to the dewatering zone spray wash assembly.
 - Two (2) NEMA 7 full port stainless steel electric actuated ball valves to control flow to the drum spray wash and tank flush assemblies. Ball valve electric actuator shall be NEMA 7, 120-volt, single phase, 60 Hz.
 - One (1) level probe to detect start and high level, with stainless steel mounting bracket.
 - Inlet Valve: One (1) 4-inch flanged pinch valve. To be located indoors, shipped loose for field installation by others. Includes one (1) ½ inch 3-way solenoid valve for operation.

SPARE PARTS (TOTAL)

- None.



FIELD SERVICE (TOTAL)

- Site service of two (2) trips for a total of four (4) days [two (2) days per trip] for installation inspection, startup and operator training.

CLARIFICATIONS/COMMENTS

- For clarification, a Hauler Access Station has not been included in this scope of supply. The Beat main control panel will interlock with the existing hauler station.
 - The following outputs will be provided.
 - Operational Fault (close to disable system),
 - Operational Inhibit/Fault (close to inhibit system) – same as Operational Fault,
 - Operational Hold/High Level (close to hold system),
 - Pressure switch high (close on pressure rise).
 - The main panel shall receive the following inputs from the existing hauler station.
 - Operational Permission (close to enable system)
- As stated above, a Hauler Access Station has not been included in this scope of supply, and the Beat main control panel shall interlock with the existing hauler station. It is the existing Hauler Station provider's responsibility to confirm that the existing system will work properly with the input/output signals noted above. If any other input or output signals are required, the existing Hauler Station provider must inform SAVECO as soon as possible.

OPTIONAL ITEMS

- Item A-1: Upgrade brass body valves & plumbing (solenoid valves, manual ball valves, strainer, etc.) to stainless steel body.

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS.

EXCLUSIONS

Taxes, electrical wiring, conduit or electrical equipment, piping, valves, or fittings, shimming material, lubricating oil or grease, shop or field painting, field welding, erection, hoist or lifting apparatus, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, civil design, grating, platforms, stairs, hand railing, dumpster (except as specifically noted).

This proposal section has been reviewed for accuracy and is approved for issue:

By: Brian Serio Date: March 30, 2021



SAVECO[®] North America, Inc.
Formerly Enviro-Care[®]
1570 St. Paul Ave.
Gurnee, IL 60031
P: 815.636.8306 • F:847.672.7968
www.enviro-care.com • ecsales@enviro-care.com



SCOPE

Item	Equipment	Sell Price
A	One (1) SAVI Beast Septage Receiving Station Model VFA-1200-DM with inlet valve	\$195,000
A-1	Upgrade all brass bodied valves/plumbing to stainless-steel bodied.	\$ 1,500

Validity:

Prices are valid for a period of 30 days from the date of this proposal.

Warranty Statement and Term:

Enviro-Care Company, Inc. warrants the supplied equipment to the original end user against defects in workmanship or material under normal use and service in compliance with the original design specifications and the maintenance requirements and instructions as found in the Operations & Maintenance Manual. All Enviro-Care supplied equipment is warranted for 12 months from date of start-up or 18 months from date of shipment, whichever occurs first.

Warranty Exclusions:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover consumables and Enviro-Care parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Enviro-Care. Wear parts are defined as brushes, rollers, spray nozzles, drum seals and other items specifically identified in the Operations & Maintenance Manual.

Warranty Coverage:

Enviro-Care's liability is limited to the supply or repair of defective parts returned, freight prepaid by buyer to a location specified by Enviro-Care. Repaired or replacement parts will be shipped to buyer prepaid via standard ground freight. Express or expedited shipments will be at the expense of the buyer.

Exclusions and Exceptions:

This Warranty excludes damage or wear to equipment caused by misapplication of product, improper maintenance, accident, abuse, unauthorized alteration or repair, Acts of God, or installation or operation that is non-compliant with Enviro-Care installation and operations instructions.

Limited Liability:

Enviro-Care shall not under any circumstances be liable for any incidental or consequential damages arising from loss, damage to property, personal injury or other damage or losses owing to the failure of Enviro-Care's equipment. The liability of Enviro-Care Company, Inc. is limited as set forth above within the time period set forth above.

Term: 15% with Purchase Order
80% Net 30 Days after Shipment



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5% Net 30 days after Startup. Startup not to exceed 180 days from equipment delivery.

Taxes: No sales or use taxes have been included in our pricing.

Freight: Prices quoted are F.O. B. shipping point with freight allowed to a readily accessible location nearest jobsite. Any claims for damage or loss in shipment to be initiated by purchaser.

Submittals: A record copy submittal will be supplied approximately 4 to 6 weeks after receipt and acceptance of purchase order at the Enviro-Care offices.

Shipment: Shipment time is approximately 6 weeks after Enviro-Care receives signed approved copy of the Scope of Supply. Equipment will not be released for production until Enviro-Care has received purchase order. Under no circumstances will verbal approval be accepted.

Additional Field Service: This service may be scheduled at \$1,250.00 per day plus expenses or is available through a yearly service contract.

Material of Construction: Enviro-Care is providing the equipment from the type of material specified for this project. If from 304L stainless steel the concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- Chloride <200 mg/L
- Hydrogen Sulfide (H₂S) <6ppm

If not already done so, Enviro-Care can provide the equipment from 316L stainless steel for a price adder for environments that exceed the values noted above.

Please issue Purchase Orders to:
SAVECO® North America, Inc.
1570 St Paul Avenue
Gurnee, IL 60031

Attn: Matt Bodwell
Phone: 224-302-0326
Email: mbodwell@enviro-care.com



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**CITY OF URBANA, OHIO
RESOLUTION NO. 2605-21**

A RESOLUTION AUTHORIZING THE DIRECTOR OF ADMINISTRATION AND THE DIRECTOR OF FINANCE OF THE CITY OF URBANA, TO APPLY, ACCEPT AND ENTER INTO A COOPERATIVE AGREEMENT FOR CONSTRUCTION OF THE SEPTAGE RECEIVING STATION REPLACEMENT PROJECT BETWEEN THE CITY OF URBANA AND THE OHIO WATER DEVELOPMENT AUTHORITY, AND DECLARING AN EMERGENCY

WHEREAS, the City of Urbana (hereinafter referred to as "LGA"); desires to replace its existing Septage Receiving Station at the City of Urbana Water Reclamation Facility due to this piece of equipment being towards the end of its useful life expectancy; and

WHEREAS, the LGA desires to obtain a loan from 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 on those terms;

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

Section 1 That the LGA hereby approves the construction of the aforesaid Septage Receiving Station Replacement in cooperation with OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or Wastewater Project" as set forth in Exhibit A ("the Cooperative Agreement") and hereby authorizes the Director of Administration and the Director of Finance of the LGA 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 Resolution were passed 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 Section 121.22 of the Ohio Revised Code.

Section 3 That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said City of Urbana, Ohio for the reason that the immediate construction of the Septage Receiving Station Replacement at the earliest possible time is necessary in order to protect the health of the inhabitants of the LGA by providing sufficient septage handling capacity for sludge for the Urbana Water Reclamation Facility; wherefore this ordinance shall be in full force and effect from and immediately after its passage.

Passed: _____

Marty Hess, Council President

Attest: _____

Amy Deere, Council Clerk

This Resolution approved by me this _____ day of _____, 2020.

 Bill Bean, Mayor

Department requesting: Community Development / Public Works (Water Reclamation Facility)			Personnel: D. Crabill / C. Hall			Director of Law review <i>M. M. P. [Signature]</i>
Expenditure? Y N		Emergency? Y N		Public Hearing? Y N		
Readings required:		1	2	3	If yes, dates advertised:	
First reading date:		Second reading date:		Third/Final reading date:		

Anticipated effective date if approved:

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. 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

OHIO WATER DEVELOPMENT
AUTHORITY

OWDA General Counsel

By: _____
OWDA Executive Director

APPROVED AS TO FORM

LGA: _____

LGA Legal Officer or Counsel

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.

RESOLUTION 2606-21

RESOLUTION OF THE CITY OF URBANA COUNCIL ADOPTING AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF URBANA AS THE MUNICIPAL CORPORATION AND SUTPHEN CORPORATION AS THE ENTERPRISE.

WHEREAS, the City of Urbana, by Ordinance 4348 adopted February 22, 2011, designated the areas at Edgewood Ave. and St. Rt. 55 containing parcels K48-25-11-01-32-007-00, K48-25-11-01-32-014-00, K48-25-00-01-05-001-00, and K48-25-11-01-32-013-00 Community Reinvestment Area No.1 pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective May 13, 2011, the Director of Development of the State of Ohio determined that the aforementioned areas designated in said Ordinance No. 4348 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said areas as a Community Reinvestment Area under said Chapter 3735; and

WHEREAS, the City of Urbana has encouraged the development and acquisition of real property located in the areas designated as a Community Reinvestment Area; and

WHEREAS, the Sutphen Corporation, has applied for a Community Reinvestment Area Agreement; and

WHEREAS, notice has been provided to the appropriate school districts of the proposed Agreement for comment; and

WHEREAS, the City of Urbana as the municipal corporation will enter into a Community Reinvestment Area Agreement with the Sutphen Corporation 6450 Eiterman Rd. Dublin, OH 43016, an Ohio Corporation and the property owner for a tax exemption of 90% (ninety percent) of the real property tax for a term of 15 (fifteen) years for a project including the construction of a 160,000± square foot manufacturing/warehouse facility and the creation and preservation of employment opportunities with an estimated investment of \$11,000,000; and

WHEREAS, the Sutphen Corporation will create 20 (twenty) – 25 (twenty-five) full time permanent job opportunities and transfer 120 (one hundred twenty) full time permanent job opportunities to Urbana, OH as a result of this Community Reinvestment Area Agreement. Creating an additional \$1,200,000 in payroll and retaining \$9,000,000; and

WHEREAS, Urbana City School Board by Resolution 0321.02 adopted March 23, 2021, approved the tax exemption of 90% for a period of 15 years, as set forth in the CRA agreement among Sutphen Corporation and the City of Urbana; and

WHEREAS, pursuant to Ohio Revised Code 5709.82, the School District is entitled to receive a portion of the municipal income tax generated from new employees at the site for each year the Project is subject to exemption and the payroll of new employees exceeds \$1,000,000.00; and

WHEREAS, the Urbana School District intends to preserve its right to compensation under Ohio Revised Code 5709.82; and

WHEREAS, the Sutphen Corporation, has applied for said Community Reinvestment Area Agreement and said Agreement is required to be adopted by resolution approved by the Council of the City of Urbana; and

WHEREAS, in order to further incentivize the Sutphen Corporation to expand in Urbana, the City desires to provide the Enterprise with a non-refundable and non-carryforward credit business income tax incentive pursuant to Chapter 171.085 of the Codified Ordinances of the City of Urbana for new job creation within the City equal to Years 1-3 based on 35% of the withholding tax remitted for the applicable tax year, Years 4-6 based on 20% of the withholding tax remitted for the applicable tax year, Years 7-9 based on 10% of the withholding tax remitted for the applicable tax year; and

WHEREAS, in order to improve the economic welfare of Urbana's citizens, the business income tax incentive may increase to 40% during Years 1-3, 25% during Years 4-6, and 15% during Years 7-9 if 50% or more of the employees in a respective calendar year are residents of the City of Urbana; and

WHEREAS, the Council of the City of Urbana is required to approve any income tax incentive that is granted pursuant to Chapter 171.085 of the Codified Ordinances of the City of Urbana; and

WHEREAS, the Community Reinvestment Area Agreement and the provisions of the separate Business Income Tax Incentive have been combined to form an Economic Development Agreement between the City and the Enterprise.

NOW, THEREFORE, BE IT HEREBY RESOLVED, BY THE COUNCIL OF THE CITY OF URBANA, OHIO:

SECTION ONE: That this Economic Development Agreement, which includes the Community Reinvestment Area Agreement provisions, between the City of Urbana, as municipal corporation, the Sutphen Corporation as the Enterprise is hereby adopted by the Council of the City of Urbana.

SECTION TWO: That this Council finds that the said Community Reinvestment Area Agreement mentioned in Section One herein and above shall include a job creation and retention provision. The same to be achieved by December 2024.

SECTION THREE: That the non-refundable and non-carryforward credit business income tax incentive for the Enterprise pursuant to Chapter 171.085 of the Codified Ordinances of the City of Urbana for new job creation within the City equal to Years 1-3 based on 35% of the withholding tax remitted for the applicable tax year, Years 4-6 based on 20% of the withholding tax remitted for the applicable tax year, Years 7-9 based on 10% of the withholding tax remitted for the applicable tax year is hereby approved and included as a provision of the Economic Development Agreement between the City and the Enterprise.

SECTION FOUR: That an enhanced business income tax incentive provision is hereby approved and included within the Economic Development Agreement between the City and the

Enterprise and this provision shall allow an additional credit as follows if 50% or more of the employees of the Enterprise at the new facility are residents of the City in a respective calendar year: 40% during Years 1-3, 25% during Years 4-6, and 15% during Years 7-9.

SECTION FIVE: That the City’s Director of Administration, for and in the name of the City, is authorized to enter into said Economic Development Agreement between the City and the Sutphen Corporation.

SECTION SIX: That the City’s Director of Administration, for and in the name of the City, is further authorized to enter into the separate Community Reinvestment Area Revenue Sharing Agreement between the City of Urbana and the Urbana City Board of Education.

SECTION SEVEN: The Director of Finance and the Director of Law, and any other City officials, as appropriate, are each authorized and directed to prepare and sign any other documents, instruments, amendments or certificates and to take such actions as are necessary or appropriate to consummate and implement the transactions described in or contemplated by this Resolution in executing the Agreement.

SECTION EIGHT: That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION NINE: That this resolution shall become effective at the earliest time provided by law.


Council President, City of Urbana

Passed: _____

Attest: _____

This Resolution approved by me this _____ day of _____, 2021.

Mayor, City of Urbana

Department requesting: Administration		Personnel:	Director of Law Review 
Expenditure? Y (N)	Emergency? Y (N)	Public Hearing? Y N If yes, dates advertised:	
Readings required: (1) 2 3			
First reading date: 4/5/2021	Second reading date:	Third/Final reading date:	

Anticipated effective date if approved: 4/19/2021



April 1, 2021

Urbana City Council
Attn.: President Marty Hess
205 S. Main St.
Urbana, OH 43078

RE: Sutphen Corporation 6450 Eiterman Rd. Dublin, OH 43016
CRA (Community Reinvestment Area) – Real Property Tax Exemption of 90% for 15 Years

Dear Council President Hess,

The Champaign Economic Partnership/City of Urbana is working with the Sutphen Corporation on a CRA agreement for a new 160,000±SF new facility to be located Edgewood/St. Rt. 55 (parcels K48-25-11-01-32-007-00, K48-25-11-01-32-013-00, K48-25-11-01-32-014-00, K48-25-00-01-05-001-00) Urbana, OH. The agreement would allow a real property tax exemption from the real property taxes resulting from real property improvements. The new facility will allow for the growth of the Sutphen Corporation by consolidating several facilities, adding new technology and efficiency of their operation. The new construction costs are estimated to be \$11,000,000 at the time of application.

Sutphen Corporation is a private entity owned by the Sutphen family that will retain ownership of the property. Sutphen Corporation was founded in 1890 by C.H. Sutphen and is the oldest continuously owned and operated fire apparatus manufacturer in the U.S. The company has manufacturing plants in Dublin, Amlin, Hilliard, Springfield OH and Lake Ariel, PA. In 2018 Sutphen Corporation established a new Service, Parts and Refurbishment Center at 49 N. Ludlow Rd., Urbana.

Sutphen Corporation has nearly 500 FT permanent jobs in their various facilities due to continued growth. The currently lease all their facilities except one.

Urbana, OH is competing with Pennsylvania for this consolidation project which includes three facilities, 1701 W. County Line Rd., 1653 W. County Line Rd, and 49 N. Ludlow Rd Urbana, OH. The company will be purchasing the above-mentioned parcels to accommodate their current and future growth needs. The current annual real estate taxes for these three parcels are approximately \$893.96. A variety of local, regional and state partners have worked diligently to assist this company to meet their needs and choose to grow in Urbana.

The CRA Agreement will be with the Sutphen Corporation as the property owner with a job creation of an additional 20 full time permanent employees as a result of this consolidation, expansion and construction. Total increased annual payroll expected is \$1,200,000 and retention of 160 full time employees with a retained payroll of \$9,000,000.



The Sutphen Corporation received approval from Urbana City Schools and Ohio Hi Point Boards for a real property tax exemption of 90% for 15 years from the real property taxes resulting from real property improvements.

Ohio Revised Code 5709.83 requires at least a forty-five (45) business day notice to be given to your school district prior to Urbana City Council taking formal action on the aforementioned CRA application.

The proposed real property tax exemption shall exempt 90% of the real property tax increase results from real property improvement. Formal action by the City of Urbana Council on this application is scheduled on April 6, 2021.

Enclosed, please find a copy of the application. If you have any questions, comments or concerns, please do not hesitate to contact CRA Manager, Marcia Bailey at (937) 653-7200 or marcia@cepohio.com.

Thank you for your cooperation in this matter. As always, the Champaign Economic Partnership looks forward to continued support and growth in our community.

Sincerely,

Marcia Bailey

Marcia Bailey
Economic Development Director
3 Monument Square
Urbana, OH 43078

Subject Document(s)
CRA application
CRA agreement

ORDINANCE NO. 4540-71

AN ORDINANCE TO REVISE THE CODIFIED ORDINANCES
BY ADOPTING CURRENT REPLACEMENT PAGES.

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

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

WHEREAS, the City has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is presently before Council;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF URBANA, OHIO:

SECTION ONE.

That the ordinances of the City of Urbana, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, title, chapters and sections within the March 2021 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

SECTION TWO.

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

Traffic Code

NO CHANGES

General Offenses Code

501.99 Penalties for Misdemeanors. (Amended)

521.08 Littering and Deposit of Garbage, Rubbish, Junk, Etc. (Amended)

529.07 Open Container Prohibited. (Amended)

SECTION THREE.

That the complete text of the Traffic and General Offenses Codes sections listed above are set forth in full in the current Replacement Pages to the Codified Ordinances which are hereby attached to this ordinance as Exhibit A.

SECTION FOUR.

That pursuant to Section 2.19 of the Charter, notice of the proposed revision shall be published one time in a newspaper of general circulation in the City at least seven days prior to its final approval and no other publication thereof shall be required.

President

PASSED: _____

ATTEST: _____

Approved by me this _____ day of _____, 2021.

Mayor