

CITY OF FOSTORIA, OHIO

Ordinance No.: 2019 -

Introduced by: Cassidy

Requested by: SSD

47

AN ORDINANCE

Establishing the Bridge Inspection Program Services, and declaring an emergency to exist.

WHEREAS, the Safety Service Director has determined the need for the described project:

Bridge Inspection Program Services, including, but not limited to routine inspections, element level inspections, critical-findings reports, fracture critical member inspections, load rating calculation and reports, weight limits, posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports if needed.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fostoria, Seneca, Hancock, and Wood Counties, Ohio:

SECTION 1: Being in the public interest, the City of Fostoria hereby gives consent to the Director of Transportation to complete the above described project.

SECTION 2: The City of Fostoria shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract, attached and incorporated herein.

The City of Fostoria agrees to pay 100% of the cost of those features which are not included in the attached Consultant's Scope of Services Task Order Contract. Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the LPA. Starting in October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementation is essential to the success of this program.

SECTION 4: The City of Fostoria agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION 5: The Safety Service Director of the City of Fostoria is hereby authorized on behalf of the City of Fostoria to enter into contracts with the Director of Transportation which is necessary to complete the above described project.

SECTION 6: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all

deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 7: That in order to preserve the public peace, health, safety and welfare of the City of Fostoria and its inhabitants, and in order to expedite the highway project and promote highway safety, this measure is determined to be an emergency measure.

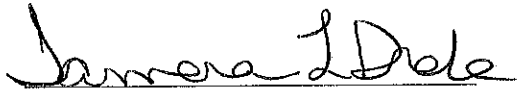
THEREFORE, upon the affirmative vote of two-thirds (2/3) of all members elected to Council, and signature by the Mayor, this ordinance shall go into immediate effect.

Passed this 3rd day of Dec., 2019.



Jon Kauffman, President of Council

ATTEST:



Tamara L. Drake, Clerk of Council

Filed with me and approved by me this 3rd day of December, 2019.



Eric J. Keckler, Mayor

Approved Final Scope of Services Minutes Date: _____

GENERAL ENGINEERING SERVICES Central Office, Office of Structural Engineering Scope of Services

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Tasks which may include but are not limited to the following:

Task 1 - Scour Tasks

- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action
- Task 1C – Scour Analysis

Task 2 - Load Rating Tasks

- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations

Task 3 – SMS Structure Inventory and Review

Task 4 – Inspection Procedures

- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

Task 5 - Bridge Inspection

- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- ODOT SMS Bridge and Inventory Coding Guide, Latest Version
- ODOT Bridge Design Manual, Section 900), Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Second Edition 2013 interim with revisions, AASHTO

Publication

- Bridge Inspector's Reference Manual, FHWA NHI Publication Number: 12-049,
 Publication Year: 2012
- Underwater Bridge Inspection, FHWA Publication Number: FHWA NHI-10-027,
 Publication Year: 2010

The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders. The invoicing progress reports shall be detailed enough to show the breakdown of each assigned structure indicating the status of all subtasks. Completion of the individual subtasks in necessary for reimbursement credits.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in SMS. This typically includes an office and field review.

The project will be divided into four (4) sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities opted into the previous inspection program will have the option to renew their legislation. Municipalities with population greater than 50,000 people are excluded from the program. The sub-projects have the following general geographic areas, category characteristics, and maximum contract values for the municipalities with municipal inspection responsibility obtained from SMS data as of March 2019.

Project: SP01 - District (1, 2, &3), Total Structures = 435*

Type	L =< 20'	20' < L =< 60'	60' < L =< 200'	L > 200'	Total
Single Span	170	158	24	0	352
Multi-Span	21	18	29	15	83
Culvert	156	45	0	0	201
Truss	0	0	2	0	2
Underwater Inspection	0	0	0	0	0
Fracture Critical Inspection	0	4	0	0	4
Load Rating**	149	75	16	10	250

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges

General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 109334

Project: SP02 - District (4, 11, &12), Total Structures = 270*

Type	L =< 20'	20' < L =< 60'	60' < L =< 200'	L > 200'	Total
Single Span	86	86	25	0	197
Multi-Span	16	14	27	16	73
Culvert	82	36	0	0	118
Truss	1	1	5	0	7
Underwater Inspection	0	0	0	1	1
Fracture Critical Inspection	0	1	5	0	6
Load Rating**	67	35	16	5	123

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges

Project: SP03 - District (5, 6, &10), Total Structures = 355*

Type	L =< 20'	20' < L =< 60'	60' < L =< 200'	L > 200'	Total
Single Span	132	126	29	0	287
Multi-Span	7	8	35	18	68
Culvert	108	62	4	0	174
Truss	0	0	8	0	8
Underwater Inspection	0	0	1	1	2
Fracture Critical Inspection	0	0	8	1	9
Load Rating**	141	73	20	8	242

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges

Project: SP04 - District (7, 8 &9), Total Structures = 426*

Type	L =< 20'	20' < L =< 60'	60' < L =< 200'	L > 200'	Total
Single Span	150	125	29	0	304
Multi-Span	27	42	41	12	122
Culvert	135	93	30		231
Truss	0	1	5	1	7
Underwater Inspection	0	0	1	1	2
Fracture Critical Inspection	0	2	4	1	7
Load Rating	180	81	27	2	290

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges

Please note that the total number of structure types is estimated based on current SMS data query, and it may be adjusted when tasks are assigned in the future.

UNDERSTANDING

1. Inspections shall be completed by firm's full-time staff prequalified with ODOT for Level 1 bridge inspection according to the Manual of Bridge Inspection.

2. Task order are intended for maintaining compliance with the FHWA 23-Mertics, Ohio Revised Code, and ODOT policy manuals. Deadlines set by the task orders shall be respected.

3. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. ODOT shall receive an electronic copy of plans, analysis files, reports and other items mentioned below.

- a) CONSULTANT shall perform all applicable updates to SMS with new or revised information for structure inventory and appraisal data, inspections, scour, fracture critical members, and load ratings.
- b) CONSULTANT shall submit copies of all reports and calculations electronically, or in hard copies when requested, to the City or Village for inclusion in their bridge records.
- c) This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, .xml, and .xls formats).

4. Copies of all transmittal letters related to this Task Order shall be submitted to Central Office, Office of Structural Engineering.

- a) When required, CONSULTANTS shall locate the original construction plans, as-built, and shop drawings from archive locations specified by the municipality and upload them onto SMS.

Services to be furnished by CONSULTANT may include:

TASK 1 - SCOUR TASKS

Task 1A – Scour Critical Susceptibility NBIS Item 113) - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2014 Manual of Bridge Inspection, and any other reference material needed for the bridge

owner to properly maintain their bridge files. Channel photos or cross sections maybe tasked under this item if assigned.

Task 1B - Scour Plan-of-Action - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files.

TASK 2 – LOAD RATING TASKS

Task 2A - Field Measurements for Load Rating - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

Task 2B - Load Rating Calculations – A bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis for existing structures shall be performed for AASHTO HS20-44 [MS 18] (truck, lane, & military) loading for both inventory and operating levels, and for the four Ohio Legal Loads including the special hauling vehicles (2F1, 3F1, 4F1, and 5C1, SU4, SU5, SU6, SU7, EV2, and EV3) at operating level. The CONSULTANT shall try to complete the load rating analysis utilizing BrR (Virtis) at first. Hand-calculations or Spreadsheets if BrR is not applicable. The BrR analysis file, other load rating files, and BR100 shall be included with the submittal to OSE.

The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide. Update SMS Inventory with the load rating results and upload BR100 pdf file.

The electronic deliverable shall include if applicable an Excel spreadsheet or other files used for analysis for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.

The Load Rating Report shall be prepared by a registered or non-registered engineer and it shall be checked, signed, sealed and dated by an Ohio Registered Professional Engineer.

The Load Rating Report shall explain the method used to calculate the load rating of each bridge.

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by Load and Resistance Factor Design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed for HL93 loading starting October 2010.

Load Rating Report Submittal to the City or Village shall include:

- a. Two (2) printed copies and one electronic pdf copy of the Load Rating Report for each bridge.
- b. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.
- c. Analysis program input files. Both input and output files shall be submitted when programs other than BrR or spreadsheets are used.
- d. All calculations related to the load rating.
- e. If applicable, the weight limits posting recommendations including a copy of the standard posting sign; such as R12-1 (24" x 30"), R12-H5 (30" x 48"), and R12-H7 (30" x 30").

TASK 3 – SMS STRUCTURE INVENTORY AND REVIEW

The scope of this task includes a limited review of the structure inventory data in the ODOT SMS. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website. The CONSULTANT shall verify this data and determine if the ODOT SMS structure file information needs changing. If no changes are necessary, then no SMS inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) in SMS. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of SMS for inventory coding details.

TASK 4 – INSPECTION PROCEDURES

Task 4A – Fracture Critical Plan – A Fracture Critical Member Plan and inspection procedure shall be developed and updated. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketches of the superstructure with locations of all fatigue and fracture prone details identified.
 - a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.

- b. Use an elevation view for trusses.
- c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
2. A table or location of important structural details indicating:
 - a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
 - b. Location of each occurrence of detail
 - c. AASHTO Fatigue Category of detail
 - d. Identify retrofits previously installed
3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 4B – Underwater Inspection Procedures – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection. Please note that ODOT has recently revised Appendix F of the inspection manual. The diving team shall fill out or update the new form and upload it on SMS prior to performing the actual dives. Please contact OSE for a copy of a blank form if not uploaded on SMS at the time.

TASK 5 – BRIDGE INSPECTION

Task 5A – Routine Bridge Inspection (SMS Input) - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned. This task includes: Condition Rating Inspection for non-NBI structures, Condition Rating Inspection for NBI structures, and Element Level Inspection for NBI classified as NHS.

Task 5B – Fracture Critical Inspection - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 5C – Underwater Dive Inspection – Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in SMS. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.

CITY OF FOSTORIA, OHIO

Ordinance No.: 2019 - 48
Introduced by: Shovel
Requested by: Council as a Whole

AN ORDINANCE

Authorizing the use of a blanket purchase order for expenditures and setting the dollar limit and other criteria for such certification and declaring an emergency.

WHEREAS, the City has the need to create blanket purchase orders for expenditures that happen on a routine basis; and

WHEREAS, Section 5705.41(D)(3), of the Ohio Revised Code allows the City Auditor to certify a certain sum of money provided it has been lawfully appropriated, authorized, or directed for a certain purpose and funds are in the treasury or in the process of collection, to the credit of a specific line-item appropriation account in a certain fund free from previous and then outstanding obligations or certifications; and,

WHEREAS, pursuant to Section 5705.41 (D)(3), Council desires to set the limit of this certification; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fostoria, Seneca, Hancock, and Wood Counties, Ohio:

SECTION 1: There is hereby established a blank purchase limit of \$50,000.

SECTION 2: The City Auditor is authorized to establish and adopt policies and procedures for issuance of blanket and super blanket purchase orders by the City, subject to the monetary limit set forth herein.


SECTION 3: That this ordinance shall be published in accordance with applicable Ohio Law.

SECTION 4: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5: That in order to preserve the public peace, health, safety and welfare of the City of Fostoria and its inhabitants, and in order to permit the proper handling of City funds, and conduct of the usual daily operations of the City, an emergency is hereby declared to exist and this Ordinance shall be an emergency measure.

THEREFORE, upon the affirmative vote of two-thirds (2/3) of all members elected to Council, and signature by Mayor, this ordinance shall take immediate force and effect.

Passed this 30 day of ~~October~~^{Dec.}, 2019.



Jon Kauffman, Council President

ATTEST:



Tamara L. Drake, Clerk of Council

Filed with me and approved by me this 3rd day of January, 2019.



Eric J. Keckler, Mayor

CITY OF FOSTORIA, OHIO

Ordinance No.: 2019 - 49
Introduced by: Lark
Requested by: Council as a Whole

AN ORDINANCE

Allowing the City Auditor to deposit money in a financial institution within three days after receipt in accordance with Section 9.38, Ohio Revised Code, for the City of Fostoria, State of Ohio.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fostoria, Seneca, Hancock, and Wood Counties, Ohio:

SECTION 1: That State law requires that public monies received by the City Auditor be deposited within twenty-four hours upon receipt.

SECTION 2: That State statute allows for the legislative authority to adopt a policy under Section 9.38, Ohio Revised Code, to allow the City Auditor to hold public monies up to three days if the amount received does not exceed \$1,000.

SECTION 3: That said legislative authority adopts this policy allowing the City Auditor to hold public monies for up to three business days, as long as the total does not exceed \$1,000.

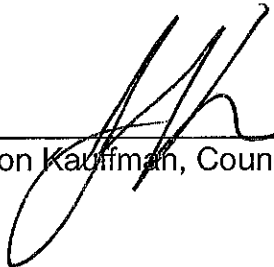
SECTION 4: That this ordinance shall be published in accordance with applicable Ohio Law.

SECTION 5: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 6: That in order to preserve the public peace, health, safety and welfare of the City of Fostoria and its inhabitants, and in order to permit the proper handling of City funds, and conduct of the usual daily operations of the City, an emergency is hereby declared to exist and this Ordinance shall be an emergency measure.

THEREFORE, upon the affirmative vote of two-thirds (2/3) of all members elected to Council, and signature by Mayor, this ordinance shall take immediate force and effect.

Passed this 3rd day of ~~October~~ ^{Dec}, 2019.



Jon Kauffman, Council President

ATTEST:



Tamara L. Drake, Clerk of Council

Filed with me and approved by me this 3rd day of December, 2019.



Eric J. Keckler, Mayor

CITY OF FOSTORIA, OHIO

Ordinance No.: 2019 - 50
Introduced by: Logsdon
Requested by: SSD

AN ORDINANCE

Authorizing all actions necessary to accept Northeast Ohio Public Energy Council (NOPEC) 2019 Energized Community Grant Funds.

WHEREAS, the City of Fostoria, Ohio (the "CITY") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2019 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City wishes to enter into a Grant Agreement with NOPEC, Inc. in the form attached hereto to receive one or more NEC Grant(s) for 2019, and to authorize the Mayor to execute the Grant Agreement with NOPEC, Inc. in the form attached.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fostoria, Seneca, Hancock, and Wood Counties, Ohio:

SECTION 1. This Council of the City (the "Council") finds and determines that it is in the best interest of the City to accept the NEC Grant(s) for 2019, and authorizes the Mayor to execute the Grant Agreement with NOPEC, Inc. in the form attached.

SECTION 2. This Council hereby authorizes the Mayor to utilize the 2019 NEC Grant funds for the year 2020.

SECTION 3. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City.

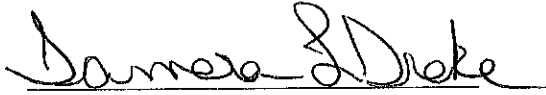
THEREFORE, upon the affirmative vote of two-thirds (2/3) of all members elected to Council, and signature by the Mayor, this ordinance shall go into immediate effect.

Passed this 31 day of Dec., 2019.




Jon Kauffman, President of Council

ATTEST:



Tamara L. Drake, Clerk of Council

Filed with me and approved by me this 3rd day of December, 2019.



Eric J. Keckler, Mayor

**NOPEC ENERGIZED COMMUNITY
GRANT AGREEMENT**

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("NOPEC"), and the City of Fostoria, Seneca, Hancock, and Wood Counties, Ohio ("Grantee"; NOPEC and Grantee, the "Parties") regarding a grant by NOPEC to Grantee to be used primarily for energy efficiency or energy infrastructure projects in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements ("NOPEC Policy").

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

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

Use of Funds. Grantee shall use the Funds granted by NOPEC for the Project(s) approved by NOPEC. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. Funds not used in the year they are granted to Grantee may be escrowed and carried forward for up to two (2) years from NOPEC grant approval. If Grantee does not expend the Funds for the Project(s) approved by NOPEC within three (3) years of NOPEC's approval, Grantee shall forfeit any unused Funds.

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

Term. The Parties agree that this Agreement shall begin on January 1, 2019, and shall expire on December 31, 2019, and shall be automatically renewed annually unless NOPEC discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

Renewable Energy Credits. Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the Project(s). NOPEC reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify NOPEC if Grantee does not wish to trade or sell any such credits or assets.

Records, Access and Maintenance. Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to NOPEC all of its records with respect to matters covered by this Agreement, and for NOPEC to audit, examine and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and NOPEC and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as NOPEC shall require.

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

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

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

Termination.

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

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

Effects of Termination.

Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of NOPEC. Upon surrender of such material, Grantee shall receive Funds only as to a Project that had been approved for a NEC Grant by NOPEC prior to such termination.

The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

Liability. Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result

of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend NOPEC and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

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

Miscellaneous.

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

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

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

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

In case of NOPEC, to:

Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Title: _____
Name: _____
_____, Ohio _____

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

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

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

Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement. Grantee further represents and warrants to NOPEC that it has received all necessary approvals from Grantee's legislative authority for Grantee to accept the NEC Grant and enter into this Agreement.

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

Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and NOPEC shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and NOPEC to use information about Grantee's grant(s) and project(s) in any marketing they may conduct, and agrees to cooperate with NOPEC in connection with such marketing.

[*Signature Page to Follow.*]

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

GRANTEE:

NOPEC, INC.:

_____, Ohio

Individual(s) Authorized by Grantee's
Legislation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY OF FOSTORIA, OHIO

Resolution No. 2019- 51
Sponsored by: Cassidy
Requested By: Engineering

A RESOLUTION

A Resolution authorizing the acceptance/approval to enter into a Water Pollution Control Loan Fund (WPCLF) Agreement for supplemental design and construction services of the CSO #2 and #3 Elimination Project, otherwise publicized as the LTCP Improvements, Phase 1 Project; and designating a dedicated repayment source for the loan and declaring an emergency to exist,

WHEREAS, the City of Fostoria submitted a 2017-2019 CSO Project Nomination Form through the WPCLF in December 2016; and

WHEREAS, the City of Fostoria was approved on the WPCLF program year 2017 project list for a 0% interest rate on \$655,215.00 for a design loan for a 5-year term and is included on the program year 2019 intended project list for a 0% interest rate on \$9,510,000.00 for a construction loan for a 20-30-year term once all programmatic requirements are met for both the design loan and construction loan, and

WHEREAS, the City of Fostoria was approved on the WPCLF program year 2019 to increase the 0% interest rate to \$989,565.00 for supplemental design loan and maintaining the 5-year term and approved on the WPCLF program year 2019 intended project list for a 0% interest rate for a construction loan, maximum of \$13,000,000 less appropriated design loan associated to the project, for a 20-30-year term once all programmatic requirements are met for both the design loan and construction loan, and

WHEREAS, the City of Fostoria intends to submit the loan appropriation to the WPCLF program of the above referenced project to include construction phase services. Publicly solicited bids for the above referenced project were opened on October 17, 2019. 6 bids were received with the apparent low bid of \$11,247,000.00. Kirk Bros. Co. Inc. of Findlay, Ohio was the apparent low bidder, and

WHEREAS, the City of Fostoria intends to retain professional services for construction related administrative and observation services for \$920,000.00, for a total construction loan appropriation of \$12,167,000.00, and total project loan to date appropriation (i.e. sum of design loan and construction loan) of \$13,097,000.00.

WHEREAS, once the City's loan applications are submitted to WPCLF and the projects meets all funding requirements and all programmatic requirements have been met, WPLCF will make the funds available to finance the construction of the above referenced project, and

WHEREAS, the WPCLF requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source; now therefore,

BE IT RESOLVED by the Council of the City of Fostoria, Seneca, Hancock, and Wood Counties, Ohio:

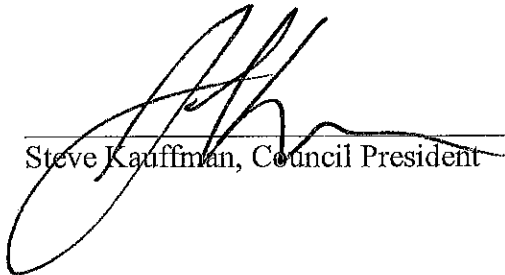
SECTION 1. That the Mayor be and is hereby authorized to apply for a construction WPCLF loan, sign all documents for and enter into a WPCLF with the Ohio Environmental Protection Agency for the construction of CSO #2 and #3 Elimination Project, otherwise publicized as the LTCP Improvements, Phase 1 Project, on behalf of the City of Fostoria, Ohio.

SECTION 2. That the dedicated source of repayment will be the Fund 520 and/or Fund 521.

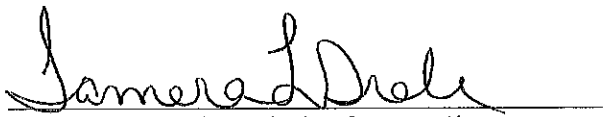
SECTION 3: This Resolution is declared to be an emergency measure necessary for the preservation of the public health, safety and welfare. The reason for such emergency lies in the fact that the application must be completed prior to the application deadline.

THEREFORE, upon the affirmative vote of two-thirds (2/3) of all members elected to Council and signature by the Mayor, this Resolution shall go into immediate force and effect.


Passed this 3rd day of December, 2019.


Steve Kauffman, Council President

ATTEST:


Tamara L. Drake, Clerk of Council

Filed with me and approved by me this 3rd day of December, 2019.


Eric J. Keckler, Mayor

CITY OF FOSTORIA, OHIO

Ordinance No.: 2019- 52
Sponsored by: Lake
Requested by: Engineering

AN ORDINANCE

Authorizing the Director of Public Service and Safety to advertise for bids to purchase chemicals for water and wastewater treatment, according to specifications on file in the office of said Director, to accept the bid of the lowest and best bidder, to contract with the same and declaring an emergency to exist.

BE IT ORDAINED by the Council of the City of Fostoria, Seneca, Hancock, and Wood Counties, Ohio:

SECTION 1. The Director of Public Service and Safety is authorized to advertise for bids to purchase chemicals for water and wastewater treatment according to specifications on file in the office of said Director, to accept the bid of the lowest and best bidder, and therefore to contract with said bidder.

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

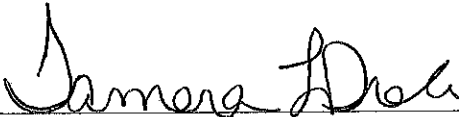
SECTION 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public health, welfare and safety. The reason for such emergency lies in the fact that the current contracts for chemical will expire at the end of this calendar year.

THEREFORE, upon the affirmative vote of two-thirds (2/3) of all members elected to Council, and signature by the Mayor, this ordinance shall go into immediate force and effect.

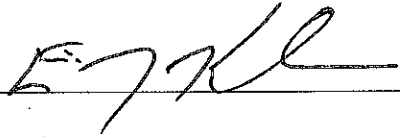
Passed this 31st day of December, 2019


Steve Kauffman, Council President

ATTEST:


Tamara L. Drake, Clerk of Council

Filed with me and approved by me this 3rd day of December, 2019.



Eric J. Keckler, Mayor

CITY OF FOSTORIA, OHIO

Ordinance No.: 2019 - 53
Introduced by: Hopple
Requested by: Council as a Whole

AN ORDINANCE

Adopting and Amending ordinance No. 2018-64 (Permanent 2019 Appropriations) by appropriating from unappropriated funds in the General Fund and declaring an emergency.

BE IT ORDAINED by the Council of the City of Fostoria, Seneca, Hancock, and Wood Counties, Ohio:

SECTION 1: That ordinance No. 2018-64 (Permanent 2019 Appropriations) passed December 18, 2018, be, and the same is hereby amended as delineated in the following sections:

SECTION 2: That Three Thousand Five Hundred Dollars (\$3,500) be appropriated from unappropriated funds to 101-120-541200 General Fund/Security of Persons and Property-Fire/Materials and Supplies-Uniform Clothing Allowance.

SECTION 3: That Two Thousand One Hundred Dollars (\$2,100) be appropriated from unappropriated funds to 101-499-531720 General Fund/Community Environment-Community Development/Contractual Services-CIC Contribution.

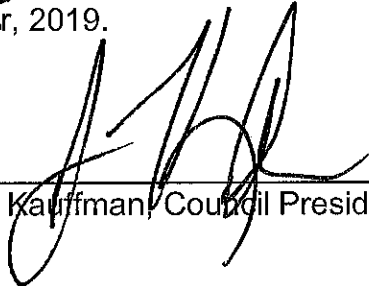
SECTION 4: That this ordinance shall be published in accordance with applicable Ohio Law.

SECTION 5: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 6: That in order to preserve the public peace, health, safety and welfare of the City of Fostoria and its inhabitants, and in order to make the appropriation adjustments in the Permanent 2019 appropriations without delay to meet pending obligations, this measure is determined to be an emergency ordinance and shall take effect at the earliest time allowed by law after its passage.

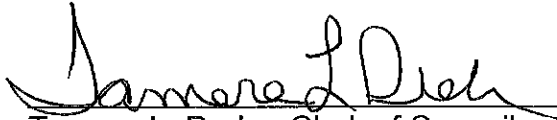
THEREFORE, upon the affirmative vote of two-thirds (2/3) of all members elected to Council, and signature by Mayor, this ordinance shall take immediate force and effect.

Passed this 3rd day of ~~November~~ December, 2019.



Jon Kauffman, Council President

ATTEST:



Tamara L. Drake, Clerk of Council

Filed with me and approved by me this 3rd day of December, 2019.



Eric J. Keckler, Mayor