

## Meeting Agenda June 15, 2020

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Previous Meeting Minutes (June 1, 2020)
- 4) Reports
  - a) Fiscal Officer's Report
  - b) RPPD
  - c) Maintenance Team
  - d) Code Enforcement Department
  - e) Indian Lake EMS
- 5) Ordinances and Resolutions
  - a) Resolution 20-936 (Coronavirus Relief)
  - b) Resolution 20-937 (Participation in USACE)
- 6) Citizen Comments
- 7) Old Business
- 8) New Business
  - a) IL Historical Society Request
- 9) Next Council Meeting July 6, 2020
- 10) Adjournment
- 11) Upcoming Meetings and Events
  - a) Finance Meeting June 18, 2020 at 7:00 p.m.

**INDIAN LAKE OHIO  
VILLAGE OF RUSSELLS POINT  
COUNCIL MEETING**

**MEETING MINUTES**

**June 1, 2020**

Due to COVID-19 and the stay at home order this meeting was held by public teleconference via GoToMeeting.

Mayor Reames called the Meeting to order at 7:02 p.m.

Roll Call: Ms. Joan Hinterschied, present; Mr. John Huffman, present; Ms. Kelly Huffman, present; Mr. Greg Iams, present; Ms. Joan Maxwell, present; Ms. Shannon Stinemetz, present.

Recorder: Fiscal Officer Jeff Weidner

Guests: Mr. Tim Reese, Maintenance Supervisor  
Ms. Dianne Gauder, Mayor's Court Clerk  
Ms. Sharon DeVault, 209 Elliott, Russells Point

Minutes: **May 18, 2020 Council Meeting**

*Mr. Greg Iams moved to approve the May 18, 2020 Council Meeting Minutes as submitted.*

*Mr. John Huffman seconded the motion.*

*The Vote: Ms. Joan Hinterschied, yea; Mr. John Huffman, yea; Ms. Kelly Huffman, yea;*

*Mr. Greg Iams, yea; Ms. Joan Maxwell, yea; Ms. Shannon Stinemetz, yea.*

*The motion passed: 6 yeas – 0 nays*

Reports: **Mayor's Court Report** –

The May 2020 statement for Mayor's Court showing Village revenue of \$683.00 was presented to Council for approval.

*Mr. Greg Iams moved to approve the May 2020 Mayor's Court Statement as submitted. Ms. Kelly Huffman seconded the motion.*

*The Vote: Ms. Joan Hinterschied, yea; Mr. John Huffman, yea; Ms. Kelly Huffman, yea;*

*Mr. Greg Iams, yea; Ms. Joan Maxwell, yea; Ms. Shannon Stinemetz, yea.*

*The motion passed: 6 yeas – 0 nays*

**Parks & Recreation Report** –

Ms. Sharon DeVault updated council as to the progress of the community garden. They also need tomato cages for the garden. Eric Evans will be contacted again to get an update on when the repairs will be made to the playground equipment.

**Indian Joint Fire District Report** –

This report was provided in writing by Ms. Joan Maxwell. A date has not yet been set for the burn-off of the John and Mary Rudolph Nature Area.

**ORDINANCES & RESOLUTIONS:** None

**CITIZEN COMMENTS:** None

**OLD BUSINESS:**

A. **Crosswalk Painting**

Rick Stanley has been hired to paint the eleven crosswalks in the village. The police department will help with traffic control.

B. St. Mary of the Woods Festival and Fireworks

The annual festival and fireworks will continue as originally scheduled with minimal changes to adhere to the social distancing guidelines by the State.

**NEW BUSINESS:**

A. WRPO Radio

Mayor Reames reported on the recent death and funeral arrangements of Mr. Gene Kirby, founder of Gray Fox Broadcasting and WRPO Radio Station.

*Ms. Joan Maxwell made a motion to adjourn the meeting and seconded by Ms. Kelly Huffman.*

The meeting was adjourned at 7:15 p.m.

Next Ordinance: 20-1182    Next Resolution: 20-936

Scheduled Meetings:

A. **Council Meeting: Monday, June 15, 2020 at 7:00 p.m.**

B. Board of Public Affairs Meeting: Monday, June 8, 2020 at 6:00 p.m.

---

Fiscal Officer Jeff Weidner

---

Mayor Robin Reames

---

Date Passed

## FINANCIAL REPORT – MAY 2020

May beginning pooled balance	\$4,645,331.09
Revenue for May	\$92,746.66
<u>Expenses for May</u>	<u>\$87,239.68</u>
May ending pooled balance	\$4,650,838.07

### BREAKDOWN OF FUNDS

General Fund	\$2,053,060.79
Water Funds	\$2,078,961.69
<u>Remaining Funds</u>	<u>\$518,815.59</u>

May ending pooled balance	\$4,650,838.07
---------------------------	----------------

The Village books reconciled with the bank statement.

### NOTES:

### COVID-19 Related Expenses/Losses to Date

Water Disconnect Fees	\$4,100.00
Water Late Penalties	\$1,037.48
GoToMeeting subscription	\$40.76
Advertisements	\$190.85
Dinkler Law – Legislation	\$9,084.64
Overtime Payout (including benefits) – Police Dept.	\$2,840.05
<u>Overtime Payout (including benefits) – Maintenance Team</u>	<u>\$765.59</u>
<b>Total to date</b>	<b>\$18,059.37</b>

**Bank Reconciliation**

UAN v2020.2

Reconciled Date 5/31/2020

Posted 6/2/2020 9:31:29 AM

Prior UAN Balance:		\$4,645,331.09
Receipts:	+	\$92,066.66
Payments:	-	\$86,559.68
Adjustments:	+	\$0.00
Current UAN Balance as of 05/31/2020:		\$4,650,838.07
Other Adjusting Factors:	+	\$0.00
Adjusted UAN Balance as of 05/31/2020:		<u>\$4,650,838.07</u>
Entered Bank Balances as of 05/31/2020:		\$4,651,638.82
Deposits in Transit:	+	\$0.00
Outstanding Payments:	-	\$800.75
Outstanding Adjustments:	+	\$0.00
Other Adjusting Factors:	+	\$0.00
Adjusted Bank Balances as of 05/31/2020:		<u>\$4,650,838.07</u>

Balances Reconciled

Governing Board Signatures

\_\_\_\_\_

There are no outstanding receipts as of 05/31/2020.

\_\_\_\_\_

There are no outstanding adjustments as of 05/31/2020.

Page: 1 of 10  
 Account:  
 Date: 05/31/2020

**VILLAGE OF RUSSELLS POINT  
 OPERATING ACCOUNT  
 PO BOX 30  
 RUSSELLS POINT OH 43348-0030**

Enclosures 43

**\*\*\* CHECKING \*\*\* NON-INT STATE/POL**

Beginning balance on May 01, 2020

Total Deposits and Credits: 74

Total Checks and Debits: 74

Cycle Service Charge

Ending balance on May 31, 2020

\$	20,264.19
+	90,102.18
-	101,002.64
-	0
\$	9,363.73

Number of days in this statement period: 31

● **Account Transactions**

Date	Description	DEBITS	CREDITS
05/01	RDC DEPOSIT NUMBER 0000000001		1,165.60
05/01	RDC DEPOSIT NUMBER 0000000001		1,403.29
05/01	RDC DEPOSIT NUMBER 0000000001		2,114.85
05/01	AC DPL UTILITYPMT	19.76	
05/01	AC DPL UTILITYPMT	19.93	
05/01	AC DPL UTILITYPMT	51.64	
05/01	AC DPL UTILITYPMT	1,217.11	
05/04	AC HUNT MERCH SVCS DEPOSIT		432.57
05/04	AC DIV OF TAX OPER CASH DIS		16,000.00
05/04	RDC DEPOSIT NUMBER 0000000001		1,403.14
05/04	RDC DEPOSIT NUMBER 0000000001		1,605.70
05/04	AC WEX INC FLEET DEBI	512.01	
05/04	AC COSE RECURRING INS PAYMNT	5,586.46	
05/05	AC STATE OF OHIO MAINT/WARR TAX06*D MUNNET 0641485A*MONTHL		263.22
05/05	AC HUNT MERCH SVCS DEPOSIT		598.10
05/05	DEPOSIT		40.00
05/05	DEPOSIT		50.00
05/05	DEPOSIT		50.00
05/05	DEPOSIT		50.00
05/05	DEPOSIT		50.00
05/05	DEPOSIT		200.00
05/05	DEPOSIT		256.47

Page: 1 of 1  
Account:  
Date: 05/31/2020

VILLAGE OF RUSSELLS POINT  
MMDA  
PO BOX 30  
RUSSELLS POINT OH 43348-0030

\*\*\* CHECKING \*\*\* PUBLIC FUND MM

Beginning balance on May 01, 2020  
Total Deposits and Credits: 3  
Total Checks and Debits: 0  
Cycle Service Charge  
Ending balance on May 31, 2020

Number of days in this statement period: 31

Enclosures 0

Beginning Rate 0.50000  
\$ 4,632,049.79  
+ 10,225.30  
- .00  
- 0  
\$ 4,642,275.09

● **Account Transactions**

Date	Description	DEBITS	CREDITS
05/06	EXCESS BALANCE TRANSFER FROM CK XXXXXXXXXXXX0724		64.80
05/07	EXCESS BALANCE TRANSFER FROM CK XXXXXXXXXXXX0724		8,196.02
05/31	INTEREST PAYMENT		1,964.48

● **Balance By Date**

Date	Balance	Date	Balance	Date	Balance	Date	Balance
04/30	4,632,049.79	05/06	4,632,114.59	05/07	4,640,310.61	05/31	4,642,275.09

● **Interest Information**

PAYER FEDERAL ID NUMBER..... 34-4322730  
INTEREST PAID YEAR TO DATE..... 19,797.21

**MORTGAGE RATES ARE DOWN. NOW IS THE PERFECT TIME TO  
BUY, BUILD, OR REFINANCE. GIVE US A CALL TO DISCUSS  
YOUR OPTIONS TODAY! 419-582-2681**

## Cash Summary by Fund

May 2020

Fund #	Fund Name	Fund Balance 5/1/2020	Fund Balance Adjustments	Revenue (excluding transfers and advances in)	Transfers In	Advances In	Total Fund & Adjustments & Revenue	Expenditures (excluding transfers and advances out)	Transfers Out	Advances Out	Fund Balance 5/31/2020	Non-Pooled Balance	Pooled Balance
1000	General	\$2,046,745.29	\$0.00	\$30,938.56	\$0.00	\$0.00	\$2,077,683.85	\$24,623.06	\$0.00	\$0.00	\$2,053,060.79	\$0.00	\$2,053,060.79
2011	Street Maintenance	\$236,009.78	\$0.00	\$6,363.67	\$0.00	\$0.00	\$242,373.45	\$2,457.42	\$0.00	\$0.00	\$239,916.03	\$0.00	\$239,916.03
2021	State Highway	\$21,716.60	\$0.00	\$517.19	\$0.00	\$0.00	\$22,233.79	\$0.00	\$0.00	\$0.00	\$22,233.79	\$0.00	\$22,233.79
2041	Parks and Recreation	\$1,432.73	\$0.00	\$0.00	\$0.00	\$0.00	\$1,432.73	\$0.00	\$0.00	\$0.00	\$1,432.73	\$0.00	\$1,432.73
2081	Drug Law Enforcement	\$6,539.80	\$0.00	\$0.00	\$0.00	\$0.00	\$6,539.80	\$0.00	\$0.00	\$0.00	\$6,539.80	\$0.00	\$6,539.80
2101	Auto Permissive	\$89,752.49	\$0.00	\$348.74	\$0.00	\$0.00	\$90,101.23	\$0.00	\$0.00	\$0.00	\$90,101.23	\$0.00	\$90,101.23
2901	Police 3 Mill	\$62,303.67	\$0.00	\$4,328.24	\$0.00	\$0.00	\$66,631.91	\$17,066.85	\$0.00	\$0.00	\$49,565.06	\$0.00	\$49,565.06
2903	State Police Training Grant	\$2,385.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,385.00	\$0.00	\$0.00	\$0.00	\$2,385.00	\$0.00	\$2,385.00
4101	Municipal Building	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4203	OPWC Paving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4204	Clean Ohio III	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4501	Main Street	\$12,827.02	\$0.00	\$0.00	\$0.00	\$0.00	\$12,827.02	\$0.00	\$0.00	\$0.00	\$12,827.02	\$0.00	\$12,827.02
4901	Misc Capital Projects	\$48,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,000.00	\$0.00	\$0.00	\$0.00	\$48,000.00	\$0.00	\$48,000.00
5101	Water Operating	\$1,795,294.32	\$0.00	\$48,531.81	\$0.00	\$0.00	\$1,843,826.13	\$42,412.35	\$100.00	\$0.00	\$1,801,313.78	\$0.00	\$1,801,313.78
5201	Storm Sewer Operating	\$44,186.18	\$0.00	\$1,038.45	\$100.00	\$0.00	\$45,324.63	\$0.00	\$0.00	\$0.00	\$45,324.63	\$0.00	\$45,324.63
5701	Utility Improvement	\$143,820.24	\$0.00	\$0.00	\$0.00	\$0.00	\$143,820.24	\$0.00	\$0.00	\$0.00	\$143,820.24	\$0.00	\$143,820.24
5721	Mortgage Debt Service	\$42,773.67	\$0.00	\$0.00	\$0.00	\$0.00	\$42,773.67	\$0.00	\$0.00	\$0.00	\$42,773.67	\$0.00	\$42,773.67
5741	Debt Service Reserve	\$91,054.00	\$0.00	\$0.00	\$0.00	\$0.00	\$91,054.00	\$0.00	\$0.00	\$0.00	\$91,054.00	\$0.00	\$91,054.00
9101	Unclaimed Monies	\$490.30	\$0.00	\$0.00	\$0.00	\$0.00	\$490.30	\$0.00	\$0.00	\$0.00	\$490.30	\$0.00	\$490.30
9901	Mayor's Court-State Costs & Fees	\$0.00	\$0.00	\$680.00	\$0.00	\$0.00	\$680.00	\$680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Report Total:		\$4,645,331.09	\$0.00	\$92,746.66	\$100.00	\$0.00	\$4,738,177.75	\$87,239.68	\$100.00	\$0.00	\$4,650,838.07	\$0.00	\$4,650,838.07

Last reconciled to bank: 05/31/2020 -- Total other adjusting factors: \$0.00



## Cash Summary by Fund

1/1/2020 to 5/31/2020

Fund #	Fund Name	Fund Balance 1/1/2020	Fund Balance Adjustments	Revenue (excluding transfers and advances in)	Transfers In	Advances In	Total Fund & Adjustments & Revenue	Expenditures (excluding transfers and advances out)	Transfers Out	Advances Out	Fund Balance 5/31/2020	Non-Pooled Balance	Pooled Balance
1000	General	\$2,024,541.96	\$0.00	\$233,572.35	\$0.00	\$0.00	\$2,258,114.31	\$133,923.08	\$71,130.44	\$0.00	\$2,053,060.79	\$0.00	\$2,053,060.79
2011	Street Maintenance	\$219,246.85	\$0.00	\$40,161.23	\$0.00	\$0.00	\$259,408.08	\$19,492.05	\$0.00	\$0.00	\$239,916.03	\$0.00	\$239,916.03
2021	State Highway	\$24,232.77	\$0.00	\$2,923.94	\$0.00	\$0.00	\$27,156.71	\$4,922.92	\$0.00	\$0.00	\$22,233.79	\$0.00	\$22,233.79
2041	Parks and Recreation	\$1,501.78	\$0.00	\$10.00	\$0.00	\$0.00	\$1,511.78	\$79.05	\$0.00	\$0.00	\$1,432.73	\$0.00	\$1,432.73
2081	Drug Law Enforcement	\$5,856.80	\$0.00	\$683.00	\$0.00	\$0.00	\$6,539.80	\$0.00	\$0.00	\$0.00	\$6,539.80	\$0.00	\$6,539.80
2101	Auto Permissive	\$87,349.69	\$0.00	\$2,751.54	\$0.00	\$0.00	\$90,101.23	\$0.00	\$0.00	\$0.00	\$90,101.23	\$0.00	\$90,101.23
2901	Police 3 Mill	\$13,768.32	\$0.00	\$76,015.44	\$65,000.00	\$0.00	\$154,783.76	\$105,218.70	\$0.00	\$0.00	\$49,565.06	\$0.00	\$49,565.06
2903	State Police Training Grant	\$2,585.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,585.00	\$200.00	\$0.00	\$0.00	\$2,385.00	\$0.00	\$2,385.00
4101	Municipal Building	\$0.00	\$0.00	\$0.00	\$6,130.44	\$0.00	\$6,130.44	\$6,130.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4203	OPWC Paving	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4204	Clean Ohio III	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4501	Main Street	\$12,827.02	\$0.00	\$0.00	\$0.00	\$0.00	\$12,827.02	\$0.00	\$0.00	\$0.00	\$12,827.02	\$0.00	\$12,827.02
4901	Misc Capital Projects	\$48,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,000.00	\$0.00	\$0.00	\$0.00	\$48,000.00	\$0.00	\$48,000.00
5101	Water Operating	\$1,705,031.36	\$0.00	\$273,245.35	\$0.00	\$0.00	\$1,978,276.71	\$176,450.05	\$512.88	\$0.00	\$1,801,313.78	\$0.00	\$1,801,313.78
5201	Storm Sewer Operating	\$39,272.69	\$0.00	\$5,639.06	\$512.88	\$0.00	\$45,324.63	\$0.00	\$0.00	\$0.00	\$45,324.63	\$0.00	\$45,324.63
5701	Utility Improvement	\$176,565.24	\$0.00	\$0.00	\$0.00	\$0.00	\$176,565.24	\$32,745.00	\$0.00	\$0.00	\$143,820.24	\$0.00	\$143,820.24
5721	Mortgage Debt Service	\$65,910.06	\$0.00	\$0.00	\$0.00	\$0.00	\$65,910.06	\$23,136.39	\$0.00	\$0.00	\$42,773.67	\$0.00	\$42,773.67
5741	Debt Service Reserve	\$91,054.00	\$0.00	\$0.00	\$0.00	\$0.00	\$91,054.00	\$0.00	\$0.00	\$0.00	\$91,054.00	\$0.00	\$91,054.00
9101	Unclaimed Monies	\$490.30	\$0.00	\$0.00	\$0.00	\$0.00	\$490.30	\$0.00	\$0.00	\$0.00	\$490.30	\$0.00	\$490.30
9901	Mayor's Court-State Costs & Fees	\$0.00	\$0.00	\$4,563.00	\$0.00	\$0.00	\$4,563.00	\$4,563.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Report Total:		\$4,518,233.84	\$0.00	\$639,464.91	\$71,643.32	\$0.00	\$5,229,342.07	\$506,860.68	\$71,643.32	\$0.00	\$4,650,838.07	\$0.00	\$4,650,838.07

Last reconciled to bank: 05/31/2020 -- Total other adjusting factors: \$0.00

**Payment Listing**

UAN v2020.2

May 2020

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
279-2020	05/07/2020	05/07/2020	CH	VECTREN ENERGY DELIVERY	\$180.78	C
280-2020	05/07/2020	05/07/2020	CH	Vectren Energy Delivery	\$158.16	C
281-2020	05/07/2020	05/07/2020	CH	CenturyLink (Plant)	\$197.57	C
282-2020	05/05/2020	05/07/2020	CH	Huntington Merchant Services	\$138.39	C
283-2020	05/05/2020	05/07/2020	CH	COSE	\$5,586.46	C
290-2020	05/14/2020	05/14/2020	CH	Waypoint Benefit Solutions, LLC	\$5,588.36	C
291-2020	05/14/2020	05/14/2020	CH	Mastercard	\$839.31	C
292-2020	05/08/2020	05/15/2020	CH	Dental Care Plus, Inc.	\$288.42	C
307-2020	05/18/2020	05/18/2020	CH	Time Warner Cable	\$378.15	C
308-2020	05/18/2020	05/18/2020	CH	Time Warner Cable (WTP Internet)	\$104.00	C
309-2020	05/21/2020	05/21/2020	CH	Anthem Life Insurance Company	\$127.25	C
335-2020	05/29/2020	06/02/2020	CH	Osgood State Bank	\$24.95	C
8407	05/07/2020	05/07/2020	AW	Bellefontaine Examiner	\$72.39	C
8408	05/07/2020	05/07/2020	AW	Digital Ally	\$405.00	C
8409	05/07/2020	05/07/2020	AW	Donnellon McCarthy Enterprises, Inc.	\$102.11	C
8410	05/07/2020	05/07/2020	AW	Dale Albert	\$1,222.00	C
8411	05/07/2020	05/07/2020	AW	Lakeview Hardware, Inc.	\$61.25	C
8412	05/07/2020	05/07/2020	AW	LOGAN COUNTY TREASURER	\$88.00	C
8413	05/07/2020	05/07/2020	AW	LOGAN COUNTY ELECTRIC COOPERATIVE	\$50.00	C
8414	05/07/2020	05/07/2020	AW	Link Construction	\$17,100.00	C
8415	05/07/2020	05/07/2020	AW	MASI-Mobile Analytical Services, Inc.	\$112.60	C
8416	05/07/2020	05/07/2020	AW	Trithium Solutions	\$404.85	C
8417	05/07/2020	05/07/2020	AW	Vance's Law Enforcement	\$559.75	C
8418	05/07/2020	05/07/2020	AW	Waste Management of Ohio	\$102.99	C
8419	05/11/2020	05/11/2020	AW	Jeff Weidner, Mayor's Petty Cash	\$81.44	C
8420	05/11/2020	05/11/2020	AW	Ohio Department of Agriculture	\$52.50	C
8421	05/18/2020	05/18/2020	AW	Core & Main	\$2,440.20	C
8422	05/18/2020	05/18/2020	AW	Dollar General	\$42.90	C
8423	05/18/2020	05/18/2020	AW	Fire Safety Services Inc.	\$19.00	C
8424	05/18/2020	05/18/2020	AW	Habitec Security	\$122.90	C
8425	05/18/2020	05/18/2020	AW	Leary Construction	\$12,000.00	C
8426	05/26/2020	05/26/2020	AW	Fidelity Security Life (Avesis)	\$64.15	O
8427	05/26/2020	05/26/2020	AW	Donnellon McCarthy Enterprises, Inc.	\$58.96	C
8428	05/26/2020	05/26/2020	AW	Environmental Mgmt. & Development, Inc.	\$1,940.00	C
8429	05/26/2020	05/26/2020	AW	Indian Lake Chamber of Commerce	\$160.00	O
8430	05/26/2020	05/26/2020	AW	Mad River Knife & Supply	\$249.00	C
8431	05/26/2020	05/26/2020	AW	MASI-Mobile Analytical Services, Inc.	\$147.60	C
8432	05/26/2020	05/26/2020	AW	Shafer's Garage & Towing	\$125.00	O
8433	05/26/2020	05/26/2020	AW	White's Service Center, Inc.	\$451.60	O
8434	05/26/2020	05/26/2020	AW	Bonded Chemicals Inc.	\$1,895.23	C
Total Payments:					\$53,743.22	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$53,743.22	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM -

# Maintenance Department Report

## Council meeting June 15

Concrete pad for new Water Plant generator was poured

New furnace and air conditioning unit was installed at Water Plant.

Community garden was finished and a 400 gallon watering system was installed.

Asphalt repairs have been scheduled for water leaks we had on Burkhardt, Mansfield, and Elliott

Mark has done another round of spraying for weeds.

John and Mary Rudolph nature area has had mowing around the path and weed eating around benches

We've had groundhogs and possums making their homes underneath the garage floor at the Water Plant and We are in the process of removing them. Once we feel we have them out from under the floor we will work on barricading the outside of the garage so they cannot return.

Work orders are still down we did 18 work orders for the month of May.

Generator work has begun the electrical conduit from the generator to the inside of the build to the new transfer-switch is getting installed.

We have a main leak at Mansfield and 708. Also, a leak at the village pantry just before the meter pit. Miles leak detection is coming in to pinpoint the leaks.

We have been working on a discovered storm sewer drain on Prater Street in front of 351 Prater.

Started fire hydrants flushing. Maintenance on the hydrants adding oil to the bonnet. Removing all the caps a oiling them. (hydrant oil Which is a food grade oil)

## **CODE ENFORCEMENT DEPARTMENT**

### **STATUS UPDATE**

- Last Report to Council was May 18, 2020.
- Three (3) Zoning Permits have been issued since the last report:  
Shed = 1  
Fence = 1  
Shed & Fence = 1

Permits to be submitted in next few weeks:

New Homes = 3  
Sheds & Fences = 5  
Pools with Fences = 3  
Pools with Fence & Shed = 1  
Peddler Permit = 1

- One Abandoned Property Registration has been received. The contracted Maintenance Firm for the Lender received photographs and immediate notice of multiple code enforcement violations.
- “Notices of Violation” (NOV):  
Twelve (12) Notices of Violations have been issued.  
Three (3) phone calls were made for compliance without issuance of an NOV.  
Legal Notices for mowing and weed removal will be completed next week.
- Recommended COVID-19 precautions are being taken dealing with the public, paperwork, and funds received.

This report prepared by Dianne Gauder, Clerk of Court/Mayor’s Assistant  
Code Enforcement Department  
June 12, 2020

**RESOLUTION NO: 20 – 936**

**A RESOLUTION PASSED BY THE VILLAGE OF RUSSELLS POINT,  
OHIO AFFIRMING THAT FUNDS FROM THE LOGAN COUNTY CORONAVIRUS  
RELIEF DISTRIBUTION FUND WILL BE EXPENDED ONLY TO COVER COSTS OF  
THE VILLAGE OF RUSSELLS POINT, OHIO CONSISTENT WITH THE  
REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42  
U.S.C. 601(D), AND ANY APPLICABLE REGULATIONS AS IS NECESSARY  
PURSUANT TO H.B. 481 BEFORE RECEIVING SAID FUNDS, AND DECLARING AN  
EMERGENCY**

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the Ohio General Assembly established a process for distributing funds provided by the “Coronavirus Aid, Relief, and Economic Security Act” in Senate Bill 310, now H.B. 481 of the 133<sup>rd</sup> General Assembly (S.B. 310); and

WHEREAS, S.B. 310, now H.B. 481 requires subdivisions receiving funds under Section 1 of the Act, to pass a Resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of Section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations before receiving said funds; and

WHEREAS, the Village of Russells Point, Ohio is requesting its share of funds from the Logan County Coronavirus Relief Distribution Fund.

**NOW THEREFORE**, be it resolved by the Council of the Village of Russells Point, Ohio, that:

SECTION 1: That the Council of the Village of Russells Point, Ohio affirms that all funds received from the Logan County Coronavirus Relief Distribution Fund pursuant to S.B. 310, now H.B. 481 be expended only to cover costs of the Village of Russells Point, Ohio consistent with the requirements of Section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations and guidance only to cover expenses that:

- (1) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) Were not accounted for in the Village of Russells Point’s most recently approved budget as of March 27, 2020; and
- (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

SECTION II: That the Council of the Village of Russells Point, in compliance with S.B. 310, now H.B. 481, be it resolved that the Fiscal Officer take all necessary action to:

- (1) On or before October 15, 2020, pay any unencumbered balance of money in the Village of Russells Point’s local Coronavirus Relief Fund to the Logan County Treasurer;

- (2) On or before December 28, 2020, pay the balance of any money in the Village of Russells Point's local Coronavirus Relief Fund to the State Treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and
- (3) Provide any information related to any payments received under S.B. 310, now H.B. 481 to the Director of the Ohio Office of Budget and Management as requested.

SECTION III: The Clerk of Council is directed to file a certified copy of this Resolution with the Ohio Office of Budget and Management's (OBM) and the Logan County Auditor.

SECTION IV: That 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 action, were in meetings open to the public in compliance with all legal requirements of the Ohio Revised Code.

SECTION V: This Resolution is being passed as an emergency measure pursuant to O.R.C. 731.30 because the immediate passage of the Resolution is necessary so that the Village of Russells Point can begin receiving COVID-19 reimbursements as soon as possible, and this Resolution shall be in full force and effect upon its adoption.

Passed in Council this \_\_\_\_ day of June, 2020.

\_\_\_\_\_  
Robin Reames, Mayor

ATTEST: \_\_\_\_\_  
Jeff Weidner, Fiscal Officer

APPROVED:

Approved as to form this \_\_\_\_ day of June, 2020.

\_\_\_\_\_  
Lynnette Dinkler, Esq.  
Village Solicitor

CERTIFICATE OF COPY  
STATE OF OHIO

Village of Russells Point of Logan County, Ohio  
(LPA)

I, Jeff Weidner, as Clerk of Council of the Village of Russells Point, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution 2020-936, adopted by the Council of the said Village of Russells Point on the 15<sup>th</sup> day of June, 2020; and that publication of such Resolution is not required pursuant to the Village of Russells Point's Charter; and that Resolutions are not subject to referendum per the Village of Russells Point's Charter.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this  
\_\_\_\_\_ day of June, 2020.

(Seal)

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

## RESOLUTION 20 – 937

**A RESOLUTION AUTHORIZING PARTICIPATION AND RATIFYING PRIOR PARTICIPATION OF THE VILLAGE OF RUSSELLS POINT, LOGAN COUNTY, OHIO, WITH THE DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS FOR THE DESIGN AND CONSTRUCTION OF THE STORM SEWER IMPROVEMENT PROJECT, AND AUTHORIZING THE MAYOR OF THE VILLAGE OF RUSSELLS POINT AND OTHER APPROPRIATE VILLAGE OFFICIALS, TO ACT FOR AND ON BEHALF OF THE VILLAGE OF RUSSELLS POINT, IN EXECUTING, ACCEPTING OR OTHERWISE APPROVING ALL DOCUMENTS, AGREEMENTS, INSTRUMENTS, OR OTHER NECESSARY DOCUMENTATION REQUIRED BY THE DEPARTMENT OF THE ARMY TO IMPLEMENT SAID PARTICIPATION IN THE PROJECT.**

WHEREAS, the Village of Russells Point Council actively supports the Storm Sewer Improvement Project; and

WHEREAS, the Department of the Army, Corps of Engineers has determined that the Village of Russells Point Storm Sewer Improvement Project is eligible for implementation under Section 594; and

WHEREAS, the Village of Russells Point is planning to make capital improvements to the storm water system;

WHEREAS, the draft Section 594 Model Agreement is attached as Exhibit A and the Village's expense associated with this project is not expected to exceed twenty-five percent of the total project costs, and these funds are available for appropriation from the general fund.

WHEREAS, the infrastructure improvement project is considered to be a priority need for the community;

**BE IT RESOLVED** by the Council of the Village of Russells Point, Logan County, Ohio, that:

Section I: The Village of Russells Point authorizes the approval of the terms and conditions of the Section 594 Model Agreement and its Mayor, by and through its authorized officers and officials, to participate with the Department of the Army, Corps of Engineers, in the design and construction of the Village of Russells Point Storm Sewer Improvement Project, authorized by Section 594 of the Water Resources Development Act of 1999, which project is located in Logan County, Ohio.

Section II: The Mayor, and other appropriate Village officials, including the Village's Attorney, are authorized to execute on behalf of the Village of Russells Point, Ohio, all documents necessary to implement participation by the Village of Russells Point, Logan County, Ohio, in the design and construction of an Environmental Infrastructure and Resource Protection Project,



being a storm sewer project, throughout the Village of Russells Point, the Department of the Army, Corps of Engineers, including but not limited to the Agreement for Design and Construction between the Department of the Army and the Village of Russells Point, Logan County, Ohio, for the design and construction of the Village of Russells Point Storm Sewer Improvement Project, that provides, among other things, that the Village of Russells Point shall:

a. Provide without cost to the United States Government all lands, easements, and rights-of-way including suitable borrow and dredge material disposal areas, all modifications, relocations and alterations of structures including but not limited to buildings, utilities, including relocations of on-site underground utilities, roads, bridges, sewers and water supply facilities and repair or replacement of all intakes, drains, and appurtenant facilities necessary for the construction, operation and maintenance of the Project;

b. Hold and save the United States Government free from damages due to the construction, operation and maintenance of the Project, exclusive of damages due to the fault or negligence of the United States Government or its contractors; [this section will be removed/modified as Ohio municipalities cannot enter into indemnification / hold harmless agreements]

c. Operate, maintain, replace and rehabilitate the Project upon completion, and as constructed, in accordance with the regulations or directions by the Secretary of the Army and all without cost to the United States Government;

d. Pay its percentage share of total project costs as required by The Water Resources Development Act of 1986, (Public Law 99-662), and by the Project Partnership Agreement;

e. Prevent obstruction of or encroachment on the Project that would reduce the level of protection it affords or that would hinder operation and maintenance thereof; AND

f. Comply with the provisions of the Uniform Relocations Assistance and Real Property Acquisitions Policies Act of 1970, Public Law 91-646, approved 2 January 1971; and Section 221, Public Law 91-611, approved 31 December 1970, as amended.

Section III: The Village of Russells Point hereby approves and ratifies all prior participation and acts of the Village of Russells Point, by and through its officials, with the Department of the Army, Corps of Engineers, in relationship to said Project.

Section IV: The Mayor of the Village of Russells Point and other appropriate Village officials are hereby authorized to purchase, or otherwise acquire from private property owners, in the name of the Village of Russells Point, and in accordance with said Agreement, any and all interests in real property necessary for the construction, operation and maintenance of the property.

SECTION V: That 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 action, were in meetings open to the public in compliance with all legal requirements of the Ohio Revised Code.

SECTION VI: This resolution shall go into immediate effect provided it receives two thirds vote of all members of Village Council.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Robin Reames, Mayor

ATTEST: \_\_\_\_\_  
Jeff Weidner, Fiscal Officer

APPROVED:

Approved as to form this this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Lynnette Dinkler, Esq.  
Village Solicitor

**ATTESTED AND CERTIFIED AS TRUE AND CORRECT:**

\_\_\_\_\_  
**Notary Public**

AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
LOGAN COUNTY  
FOR  
DESIGN AND CONSTRUCTION  
ASSISTANCE  
FOR THE  
Village of Russells Point, Storm Sewer Improvements

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the “Government”), represented by the US Army Engineer, Louisville District and Logan County (hereinafter the “Non-Federal Sponsor”), represented by \_\_\_\_\_.

WITNESSETH, THAT:

WHEREAS, the Secretary of the Army is authorized to provide design and construction assistance, which may be in the form of grants or reimbursements of the Federal share of project costs, for water-related environmental infrastructure and resource protection and development projects in Ohio and North Dakota (hereinafter the “Section 594 Program”) pursuant to Section 594 of the Water Resources Development Act of 1999, Public Law 106-53, as amended (hereinafter “Section 594”);

WHEREAS, Section 594 provides that the Secretary of the Army may provide assistance for a water-related environmental infrastructure and resource protection and development project only if the project is publicly owned;

WHEREAS, Section 594 provides that \$994,444 in Federal funds are authorized to be appropriated for design and construction assistance for projects undertaken in Ohio pursuant to the Section 594 Program;

**WHEREAS, the U.S. Army Engineer, Louisville District (hereinafter the “District Engineer”) has determined that Russells Point Storm Sewer Improvement Project in Russells Point, Logan County, Ohio (hereinafter the “Project”, as defined in Article I.A. of this Agreement) is eligible for implementation under Section 594;**

WHEREAS, Section 594 provides that the Secretary of the Army shall not provide assistance for any water-related environmental infrastructure and resource protection and development projects until each non-Federal sponsor has entered into a written agreement to furnish its required cooperation for the project;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into an agreement (hereinafter the “Agreement”) for the provision of design and construction assistance for the *Project*;

WHEREAS, Section 594 specifies the cost-sharing requirements applicable to the *Project*;

WHEREAS, Section 102 of the Energy and Water Development Appropriations Act, 2006, Public Law 109-103, provides that credits and reimbursements afforded for all applicable general authorities and under specific project authority shall not exceed \$100,000,000 for all applicable programs and projects in each fiscal year;

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Project* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the *Project*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

#### ARTICLE I - DEFINITIONS

A. The term “*Project*” shall mean \_\_\_\_\_ in \_\_\_\_\_ as generally described in the Decision Document, Village of Russells Point, Ohio Storm Sewer Improvements, dated \_\_\_\_\_, \_\_\_\_\_ and approved by Louisville District Commander on \_\_\_\_\_, \_\_\_\_\_.

B. The term “*total project costs*” shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement that the District Engineer determines are directly related to design and construction of the *Project*. Subject to the provisions of this Agreement including audits conducted in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability, and allowability of such costs, the term shall include, but is not necessarily limited to: [SEE NOTE - 9: the costs of the Non-Federal Sponsor’s *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement;] the Non-Federal Sponsor’s design costs incurred after the effective date of this Agreement; the Government’s costs of review in accordance with Article II.A.1. of this Agreement; the Government’s costs of preparation of environmental compliance documentation in accordance with Article II.A.2. of this Agreement; the Government’s costs of inspection in accordance with Article II.A.6. of this Agreement; the Government’s costs of technical assistance in accordance with Article II.A.1. and Article II.A.6. of this Agreement; the Non-Federal Sponsor’s and the Government’s costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A.1. and Article XIV.A.2. of this Agreement; the Non-Federal Sponsor’s and the Government’s costs of historic preservation activities in accordance with Article XVII.A. and Article XVII.B. of this Agreement; the Non-Federal Sponsor’s construction costs; the Non-Federal Sponsor’s supervision and administration

costs; the Non-Federal Sponsor's costs of identification of legal and institutional structures in accordance with Article II.J. of this Agreement not incurred pursuant to any other agreement for the *Project*; the Non-Federal Sponsor's and the Government's costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; the Non-Federal Sponsor's costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement but not to exceed 25 percent of total project costs; the Non-Federal Sponsor's and the Government's costs of audit in accordance with Article X.B. and Article X.C. of this Agreement; and any other costs incurred by the Government pursuant to the provisions of this Agreement. The term does not include any costs of activities performed under any other agreement for the *Project*; any costs for operation, maintenance, repair, rehabilitation, or replacement of the *Project*; any costs of establishment and maintenance of legal and institutional structures in accordance with Article II.J. of this Agreement; any costs of *betterments*; any costs incurred in advertising and awarding any construction contracts prior to the effective date of this Agreement; any construction costs incurred prior to the effective date of this Agreement; any interest penalty paid in accordance with Article VI.B.4. of this Agreement; any costs of dispute resolution under Article VII of this Agreement; the Government's costs for data recovery activities associated with historic preservation in accordance with Article XVII.D. and Article XVII.E. of this Agreement; or the Non-Federal Sponsor's costs of negotiating this Agreement.

C. The term "*period of design and construction*" shall mean the time from the effective date of this Agreement to the date that construction of the *Project* is complete, as determined by the Government, or the date that this Agreement is terminated in accordance with Article II.E. or Article XIII or Article XIV.C. of this Agreement, whichever is earlier.

D. The term "*highway*" shall mean any highway, roadway, street, or way, including any bridge thereof, that is owned by a public entity.

E. The term "*relocation*" shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, *highway*, railroad, or public facility when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "*betterment*" shall mean a difference in the design or construction of an element of the *Project* that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the design or construction of that element. The term does not include any design or construction for features not included in the *Project* as defined in paragraph A. of this Article.

G. The term "*fiscal year*" shall mean one year beginning on October 1 and ending on September 30.

H. The term "*Federal program funds*" shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

I. The term “*sufficient invoice*” shall mean documentation provided by the Non-Federal Sponsor containing the following: (1) a written certification by the Non-Federal Sponsor to the Government that it has made specified payments to contractors, suppliers, or employees for performance of work in accordance with this Agreement, or a written certification by the Non-Federal Sponsor to the Government that it has received bills from contractors, suppliers, or employees for performance of work in accordance with this Agreement; (2) copies of all relevant invoices and evidence of such payments or bills received; (3) written identification of such costs that have been paid with *Federal program funds* and a copy of the written verification from the Federal agency that provided the funds; and (4) a written request for reimbursement for the amount of such specified payments or bills received.

J. The term “*Section 594 Program Limit for Ohio*” shall mean the amount of Federal funds authorized to be appropriated for projects undertaken in Ohio pursuant to the Section 594 Program. As of the effective date of this Agreement, such amount is \$240,000,000.

K. The term “*Section 102 Limit*” shall mean the annual limit on credits and reimbursements imposed by Section 102 of the Energy and Water Development Appropriations Act, 2006, Public Law 109-103.

L. The term “*pre-Agreement design work*” shall mean the work performed prior to the effective date of this Agreement by the Non-Federal Sponsor that is directly related to design of the *Project* and that was not performed pursuant to any other agreement for the *Project*.

## ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. Using its funds, the Non-Federal Sponsor expeditiously shall design and construct the *Project* in accordance with Federal laws, regulations, and policies.

1. The Non-Federal Sponsor shall require all contractors to whom it awards design contracts to provide 30 percent and 100 percent design information to enable in-progress review of the design. The Government may participate in the review of the design at each stage of completion and may provide technical assistance to the Non-Federal Sponsor on an as-needed basis until the end of the *period of design and construction*. The Government shall perform a final review to verify that the design is complete and is necessary for the *Project*. Upon completion of design, the Non-Federal Sponsor shall furnish the District Engineer with copies of the completed design.

2. Using information developed by the Non-Federal Sponsor, the Government shall develop and coordinate as required, an Environmental Assessment and Finding of No Significant Impact or an Environmental Impact Statement and Record of Decision, as necessary, to inform the public regarding the environmental impacts of the *Project* in accordance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347; hereinafter “NEPA”). The Non-Federal Sponsor shall not issue the solicitation for the first construction contract for the

*Project* or commence construction of the *Project* using the Non-Federal Sponsor's own forces until all applicable environmental laws and regulations have been complied with, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

3. The Non-Federal Sponsor shall obtain all permits and licenses necessary for the design and construction of the *Project* and, in the exercise of its rights and obligations under this Agreement, shall comply with all applicable Federal, state, and local laws, regulations, ordinances, and policies including the laws and regulations specified in Article XI of this Agreement. As necessary to ensure compliance with such laws, regulations, ordinances, and policies, the Non-Federal Sponsor shall include appropriate provisions in its contracts for the design and construction of the *Project*.

4. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *Project*, including relevant plans and specifications, prior to the Non-Federal Sponsor's issuance of such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government, but the contents of solicitations, award of contracts or commencement of design or construction using the Non-Federal Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project* shall be exclusively within the control of the Non-Federal Sponsor.

5. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract for the *Project*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

6. The Government may perform periodic inspections to verify the progress of construction and that the work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsor on an as-needed basis until the end of the *period of design and construction*. Further, the Government shall perform a final inspection to verify the completion of construction of the entire *Project* or completed portion thereof as the case may be. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of performing such inspections.

B. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, and shall perform or ensure performance of all *relocations* that the Non-Federal Sponsor and the Government jointly



determine to be required or to be necessary for construction, operation, and maintenance of the *Project*. In addition, the Non-Federal Sponsor shall obtain all permits necessary for placement of the *Project* on publicly owned or controlled lands.

C. The Government shall determine and include in *total project costs* the costs incurred by the Non-Federal Sponsor that the District Engineer determines are directly related to design and construction of the *Project*, subject to the conditions and limitations of this paragraph.

1. Pursuant to paragraph A.6. of this Article, all work performed by the Non-Federal Sponsor for the *Project* is subject to on-site inspection and determination by the Government that the work was accomplished in a satisfactory manner and is suitable for inclusion in the *Project*.

2. The Non-Federal Sponsor's costs for design and construction that may be eligible for inclusion in *total project costs* shall be subject to an audit in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability, and allowability of such costs.

3. No costs shall be included in *total project costs* for any construction of the *Project* that was performed prior to compliance with all applicable environmental laws and regulations, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

4. In the performance of all work for the *Project*, the Non-Federal Sponsor must comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*), and the Copeland Anti- Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, inclusion of costs for construction in *total project costs* may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

5. The Non-Federal Sponsor's costs for design and construction that may be eligible for inclusion in *total project costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the work is completed and the time the costs are included in *total project costs*.

6. The Government shall not include in *total project costs* any costs paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the funds verifies in writing that such funds are authorized to carry out the *Project*.

D. The Government shall reimburse the Non-Federal Sponsor, in accordance with Article VI.B. of this Agreement, the amount necessary so that the Federal contribution towards *total project costs* equals 75 percent; however, any reimbursement by the Government is subject to the availability of funds and is limited by the *Section 594 Program Limit for Ohio*.



E. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Project* is limited by the following provisions of this paragraph.

1. As of the effective date of this Agreement, \$\_\_\_\_\_ of Federal funds have been provided by the Congress of the United States (hereinafter the “Congress”) for the Section 594 Program in Ohio of which \$1,025,000 is currently projected to be available for the *Project*. The Government makes no commitment to request Congress to provide additional Federal funds for the Section 594 Program in Ohio or the *Project*. Further, the Government’s financial participation in the *Project* is limited to the Federal funds that the Government makes available to the *Project*.

2. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.D. and Article XVII.E. of this Agreement that the Government projects will be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project*, the Government’s future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement. However, if the Government cannot make available sufficient Federal funds to meet the Federal share of *total project costs* in the then-current *fiscal year* solely due to the *Section 102 Limit*, only the Government’s future performance related to reimbursement pursuant to paragraph D. of this Article shall be suspended.

3. If the Government determines that the total amount of Federal funds provided by Congress for the Section 594 Program in Ohio has reached the *Section 594 Program Limit for Ohio*, and the Government projects that the Federal funds the Government will make available to the *Project* within the *Section 594 Program Limit for Ohio* (will not be sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.D. and Article XVII.E. of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project* within the *Section 594 Program Limit for Ohio*, the parties shall terminate this Agreement and proceed in accordance with Article XIII of this Agreement.

F. During the *period of design and construction*, the Non-Federal Sponsor shall prepare and furnish to the Government for review a proposed Operation, Maintenance, Repair, Rehabilitation and Replacement Manual (hereinafter the “OMRR&R Manual”). The failure of the Non-Federal Sponsor to prepare an OMRR&R Manual acceptable to the Government shall

not relieve the Non-Federal Sponsor of its responsibilities for operation, maintenance, repair, rehabilitation, and replacement of the entire completed *Project*, or any completed portion thereof as the case may be, in accordance with the provisions of this Agreement.

G. Upon completion of construction and final inspection by the Government in accordance with paragraph A.6. of this Article, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or a completed portion thereof as the case may be, in accordance with Article VIII of this Agreement. Further, after completion of all contracts for the *Project*, copies of all of the Non-Federal Sponsor's Written Notices of Acceptance of Completed Work for all contracts for the *Project* that have not been provided previously shall be provided to the Government.

H. Upon conclusion of the *period of design and construction*, the Government shall conduct an accounting, in accordance with Article VI.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

I. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities development plan or resource protection plan. Such plan shall include necessary design, completion of all necessary environmental coordination and documentation, preparation of appropriate plans and specifications, preparation of an OMRR&R Manual, and any other matters related to design and construction of the *Project* in accordance with this Agreement.

J. The Non-Federal Sponsor shall identify, establish, and maintain such legal and institutional structures as are necessary to ensure the effective long-term operation of the *Project*. The Non-Federal Sponsor shall provide to the Government a written description of such legal and institutional structures and such descriptions shall be included in the OMRR&R Manual prepared by the Non-Federal Sponsor. The Non-Federal Sponsor's costs of identification of such legal and institutional structures shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The Government shall have no obligation under this Agreement for any costs of establishment and maintenance of such legal and institutional structures.

K. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Project* under this Agreement unless the Federal agency providing the funds verifies in writing that such funds are authorized to carry out the *Project*.

L. The Non-Federal Sponsor may request the Government to acquire lands, easements, or rights-of-way or to perform *relocations* for the *Project* on behalf of the Non-Federal Sponsor. Such requests shall be in writing and shall describe the services requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested services or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the services performed or

provided by the Government under this paragraph and shall pay all such costs in accordance with Article VI.D. of this Agreement. Notwithstanding the acquisition of lands, easements, or rights-of-way or performance of *relocations* by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

M. In the event that the Non-Federal Sponsor elects to include *betterments* in the design or construction of the *Project* during the *period of design and construction*, the Non-Federal Sponsor shall notify the Government in writing and describe the *betterments* it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to *betterments*, including costs associated with obtaining permits therefor, and shall pay all such costs without reimbursement by the Government.

N. The Government shall determine and include in *total project costs* the reasonable costs incurred by the Non-Federal Sponsor for *pre-Agreement design work*, subject to the conditions and limitations of this paragraph, that have not been incurred pursuant to any other agreement for the *Project*. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total project costs* for *pre-Agreement design work*.

1. *Pre-Agreement design work* shall be subject to a review by the Government to verify that the work was accomplished in a satisfactory manner and is necessary for the *Project*.

2. Where the Non-Federal Sponsor's cost for completed *pre-Agreement design work* is expressed as fixed costs plus a percentage of construction costs, the Non-Federal Sponsor shall renegotiate such costs with its Architect-Engineer based on actual costs.

3. The Non-Federal Sponsor's costs for *pre-Agreement design work* that may be eligible for inclusion in *total project costs* shall be subject to an audit in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability, and allowability of such costs.

4. The Non-Federal Sponsor's costs for *pre-Agreement design work* that may be eligible for inclusion in *total project costs* pursuant to this paragraph are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *pre-Agreement design work* was completed and the time the costs are included in *total project costs*.

5. The Government shall not include in *total project costs* any costs for *pre-Agreement design work* paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the funds verifies in writing that such funds are authorized to carry out the *Project*.

### ARTICLE III - LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Non-Federal Sponsor and the Government jointly shall determine the lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material. Upon reaching such determination, the Government shall provide written confirmation to the Non-Federal Sponsor thereof including a description of the lands, easements, and rights-of-way jointly determined to be required. Prior to the issuance of the solicitation for each contract for construction of the *Project*, or prior to the Non-Federal Sponsor incurring any financial obligations for construction of a portion of the *Project* using the Non-Federal Sponsor's own forces, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way the Non-Federal Sponsor and the Government jointly determine the Non-Federal Sponsor must provide for that work and shall certify in writing to the Government that said interests have been acquired. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*. The Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way required for the *Project* and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the *Project*.

B. The Non-Federal Sponsor and the Government jointly shall determine the *relocations* necessary for construction, operation, and maintenance of the *Project*, including those necessary to enable the borrowing of material or the disposal of dredged or excavated material. Upon reaching such determination, the Government shall provide written confirmation to the Non-Federal Sponsor thereof including a description of the *relocations* jointly determined to be necessary. Prior to the issuance of the solicitation for each contract for construction of the *Project*, or prior to the Non-Federal Sponsor incurring any financial obligations for construction of a portion of the *Project* using the Non-Federal Sponsor's own forces, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all *relocations* the Non-Federal Sponsor and the Government jointly determine to be necessary for that work and certify in writing to the Government that said work has been performed. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall perform or ensure performance of all *relocations* necessary for construction, operation, and maintenance of the *Project*.

C. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

#### ARTICLE IV - VALUE OF LANDS, EASEMENTS, RIGHTS-OF-WAY, AND RELOCATIONS AND COSTS OF PERMITS

A. The Government shall include in *total project costs* the value of the lands, easements, and rights-of-way that the Non-Federal Sponsor and the Government jointly determine must be provided by the Non-Federal Sponsor pursuant to Article III.A. of this Agreement and the value of the *relocations* that the Non-Federal Sponsor and the Government jointly determine must be performed by the Non-Federal Sponsor or for which it must ensure performance pursuant to Article III.B. of this Agreement. The Government also shall include in *total project costs* the costs incurred by the Non-Federal Sponsor that are associated with obtaining permits pursuant to Article II.B. of this Agreement that are necessary for placement of the *Project* on publicly owned or controlled lands. However, the Government shall not include in *total project costs* the value of any lands, easements, rights-of-way, or *relocations* that have been provided previously as an item of cooperation for another Federal project. Further, the Government shall not include in *total project costs* the value of lands, easements, rights-of-way, or *relocations* that were acquired or performed using *Federal program funds* or the costs of obtaining permits paid using *Federal program funds* unless the Federal agency providing the funds verifies in writing that such funds are authorized to carry out the *Project*. Finally, no value or costs of such items shall be included in *total project costs* pursuant to this Article, and no reimbursement shall be provided to the Non-Federal Sponsor, for any value or costs in excess of 25 percent of *total project costs*.

B. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to Article III.A. or Article III.B. of this Agreement and to determine the costs incurred by the Non-Federal Sponsor that are associated with obtaining permits pursuant to Article II.B. of this Agreement. Upon receipt of such documents, the Government in a timely manner shall determine the value of such contributions and the costs for obtaining such permits and include in *total project costs* the amount of such value and costs that does not exceed 25 percent of *total project costs*.

C. For the sole purpose of determining the value to be included in *total project costs* in accordance with this Agreement and except as otherwise provided in paragraph E. of this Article, the value of lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

#### 1. Date of Valuation.

a. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor awards the first construction contract for the *Project*, or, if the Non-Federal Sponsor performs the construction using its own forces, the date that the Non-Federal Sponsor begins construction of the *Project*.

b. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph C.3. or paragraph C.5. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with the provisions of this paragraph.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The Non-Federal Sponsor shall provide a copy of each appraisal to the Government. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, the Non-Federal Sponsor chooses not to obtain a second appraisal, or the Non-Federal Sponsor does not provide the first appraisal as required in this paragraph, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph C.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph C.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph C.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor, prior to instituting such proceedings, shall submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 calendar days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60 day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60 day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph C.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Non-Federal Sponsor and the Government jointly determined such interests are required for construction, operation, and maintenance of the *Project*, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C. of this Agreement, and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest in accordance with Article III of this Agreement. The value of the interests provided by the Non-Federal Sponsor in accordance with Article III.A. of this Agreement also shall include the documented costs of obtaining appraisals prepared for review by the Government pursuant to paragraph C.2.a. of this Article subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

5. Waiver of Appraisal. Except as required by paragraph C.3. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if it determines that an appraisal is unnecessary because the valuation is uncomplicated and that the estimated fair market value of the real property interest is \$10,000 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsor must agree in writing to the value of such real property interest in an amount not in excess of \$10,000.

D. After consultation with the Non-Federal Sponsor, the Government shall determine the value of *relocations* in accordance with the provisions of this paragraph.

1. For a *relocation* other than a *highway*, the value shall be only that portion of

*relocation* costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a *relocation* of a *highway*, the value shall be only that portion of *relocation* costs that would be necessary to accomplish the *relocation* in accordance with the design standard that the State of Ohio would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. *Relocation* costs shall include, but not necessarily be limited to, actual costs of performing the *relocation*; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the *relocation*, as determined by the Government. *Relocation* costs shall not include any costs due to *betterments*, as determined by the Government, nor any additional cost of using new material when suitable used material is available. *Relocation* costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

4. The value to be included in *total project costs* for *relocations* performed within the *Project* boundaries is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*), and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, inclusion of the value of *relocations* in *total project costs* may be denied, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

E. Where the Government, on behalf of the Non-Federal Sponsor pursuant to Article II.L. of this Agreement, acquires lands, easements, or rights-of-way or performs *relocations*, the value to be included in *total project costs* in accordance with this Agreement shall be the costs of such work performed or provided by the Government that are paid by the Non-Federal Sponsor in accordance with Article VI.D. of this Agreement. In addition, the value to be included in *total project costs* in accordance with this Agreement shall include the documented costs incurred by the Non-Federal Sponsor in accordance with the terms and conditions agreed upon in writing pursuant to Article II.L. of this Agreement subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

F. The Government shall include in *total project costs* the costs incurred by the Non-Federal Sponsor pursuant to Article II.B. of this Agreement that are associated with obtaining permits necessary for placement of the *Project* on publicly owned or controlled lands, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.



## ARTICLE V - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the *period of design and construction*. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of design and construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the *period of design and construction*, the Project Coordination Team shall generally oversee the *Project*, including matters related to: design; completion of all necessary environmental coordination and documentation; plans and specifications; scheduling; real property and *relocation* requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*), and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)) for *relocations* and the construction portion of the *Project*; the investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; historic preservation activities in accordance with Article XVII of this Agreement; the Government's cost projections for the *Project*; final inspection of the entire *Project* or completed portions thereof as the case may be; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, rehabilitation, and replacement of the *Project* including issuance of permits; and other matters related to the *Project*. This oversight of the *Project* shall be consistent with a project management plan developed by the Government and the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations to the Non-Federal Sponsor on matters related to the *Project* that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Non-Federal Sponsor in good faith shall consider the recommendations of the Project Coordination Team. The Non-Federal Sponsor, having the legal authority and responsibility for design and construction of the *Project*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations except as otherwise required by the provisions of this Agreement, including compliance with applicable Federal, State, or local laws or regulations.

E. The Non-Federal Sponsor's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The Government's costs of

participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

## ARTICLE VI - METHOD OF PAYMENT

A. The Non-Federal Sponsor shall provide the Government with such documents as are sufficient to enable the Government to maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, contributions provided by the parties, the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement [SEE NOTE - 9: , and the costs included in *total project costs* for the *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement].

1. As of the effective date of this Agreement, *total project costs* are projected to be \$ \_\_\_\_\_; the Government's share of *total project costs* is projected to be \$ \_\_\_\_\_; the Non-Federal Sponsor's share of *total project costs* is projected to be \$ \_\_\_\_\_; *total project costs* to be incurred by the Government are projected to be \$ \_\_\_\_\_; *total project costs* to be incurred by the Non-Federal Sponsor are projected to be \$ \_\_\_\_\_; total reimbursements in accordance with paragraph B.2. of this Article are projected to be \$ \_\_\_\_\_; the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement is projected to be \$ \_\_\_\_\_; [SEE NOTE - 9: the costs included in *total project costs* for the *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement are projected to be \$ \_\_\_\_\_;] the Government's share of financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.E. of this Agreement is projected to be \$ \_\_\_\_\_; the Non-Federal Sponsor's share of financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.E. of this Agreement is projected to be \$ \_\_\_\_\_; and the Government's total financial obligations to be incurred for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor's contribution of funds for such obligations required by Article II.L. of this Agreement are projected to be \$ \_\_\_\_\_. These amounts are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By \_\_\_\_\_ and by each quarterly anniversary thereof until the conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total project costs*; the Government's share of *total project costs*; the Non-Federal Sponsor's share of *total project costs*; *total project costs* incurred by the Government; *total project costs* incurred by the Non-Federal Sponsor; total reimbursements paid to the Non-Federal Sponsor; the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement; [SEE NOTE - 9: the costs included in *total project costs* for the *pre-Agreement design work* determined in accordance with

Article II.N. of this Agreement;] the Government’s share of financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.E. of this Agreement; the Non-Federal Sponsor’s share of financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.E. of this Agreement; and the Government’s total financial obligations to be incurred for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor’s contribution of funds for such obligations required by Article II.L. of this Agreement.

B. The Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor, in accordance with the provisions of this paragraph, the amount required pursuant to Article II.D. of this Agreement.

1. Periodically, but not more frequently than once every 30 calendar days, the Non-Federal Sponsor shall provide the Government with a *sufficient invoice* for costs the Non-Federal Sponsor has incurred for the *Project*.

2. Upon receipt of such *sufficient invoice*, the Government shall review the costs identified therein and shall determine: (a) the amount to be included in *total project costs*, subject to the limitations in Article II.C. of this Agreement; (b) the total costs incurred by the parties to date (including the value of lands, easements, rights-of-way, and *relocations*, and the costs of permits determined in accordance with Article IV of this Agreement); (c) each party’s share of *total project costs* and the costs of data recovery activities associated with historic preservation in accordance with Article XVII.E. of this Agreement incurred by the parties to date; (d) the costs incurred by each party to date; (e) the total amount of reimbursements the Government has made to date in accordance with this paragraph; (f) the balance of Federal funds available for the *Project*, as of the date of such review; (g) the amount of reimbursement, if any, due to the Non-Federal Sponsor; and (h) the amount that actually will be paid to the Non-Federal Sponsor (hereinafter the “payment amount”) if the amount of reimbursement determined above cannot be fully paid due to an insufficiency of Federal funds or the limitations of the *Section 594 Program Limit for Ohio*.

3. Within 30 calendar days after receipt of the *sufficient invoice* provided in accordance with paragraph B.1. of this Article (hereinafter the “payment period”), the Government shall: furnish the Non-Federal Sponsor written notice of the determinations made in accordance with paragraph B.2. of this Article; provide an explanation, if necessary, of why the payment amount is less than the amount of reimbursement determined due to the Non-Federal Sponsor; and make a payment to the Non-Federal Sponsor equal to the payment amount.

4. If the payment amount is not paid by the end of the payment period, the designated payment office shall credit to the Non-Federal Sponsor’s account an interest penalty on the payment amount, without request from the Non-Federal Sponsor. Unless prescribed by other Federal authority, the interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the first day after the end of the payment period.

a. The interest penalty shall accrue daily from the first day after the end of the payment period through the date on which the payment is made. Accruals shall be compounded at 30 calendar day intervals through the date on which the payment is made.

b. The interest penalty shall not accrue, nor be compounded, during suspension of all of the Government's future performance or during suspension of only the Government's future performance to provide reimbursement. Further no interest penalty shall accrue, nor be compounded, upon termination of this Agreement under Article XIII of this Agreement.

C. Upon conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total project costs* and the costs of any data recovery activities associated with historic preservation. In addition, for each set of costs, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Government's total required shares of *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Government's total contributions provided thereto, the Government, no later than 90 calendar days after completion of the interim or final accounting, as applicable, shall make a payment to the Non-Federal Sponsor, subject to the availability of funds and as limited by the *Section 594 Program Limit for Ohio* and the *Section 102 Limit*, in an amount equal to the difference.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Government for *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Government's total required shares thereof, the Non-Federal Sponsor shall refund the excess amount to the Government within 90 calendar days of the date of completion of such accounting by delivering a check payable to "FAO, USAED, LOUISVILLE DISTRICT, H2" to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government. In the event the Government is due a refund and funds are not available to refund the excess to the Government, the Non-Federal Sponsor shall seek such appropriations as are necessary to make the refund.

D. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.L. of this Agreement for acquisition of lands, easements, or rights-of-way or performance of

*relocations* for the *Project* on behalf of the Non-Federal Sponsor in accordance with the provisions of this paragraph.

1. Not less than 60 calendar days prior to the scheduled date for the first financial obligation for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsor to cover the costs of such work. No later than 30 calendar days prior to the Government incurring any financial obligation for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to cover the costs of such work by delivering a check payable to “FAO, USAED, LOUISVILLE DISTRICT, H2” to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or providing an Electronic Funds Transfer of the required funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government’s financial obligations for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor as they are incurred. If at any time the Government determines that the Non-Federal Sponsor must provide additional funds to pay for such work, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of the additional required funds through any of the payment mechanisms specified in paragraph D.1. of this Article.

3. At the time the Government conducts the interim or final accounting, as applicable, the Government shall conduct an accounting of the Government’s financial obligations incurred for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and furnish the Non-Federal Sponsor with written notice of the results of such accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting of such work from being conducted in a timely manner, the Government shall conduct an interim accounting of such work and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. Such interim or final accounting, as applicable, shall determine the Government’s total financial obligations for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor’s contribution of funds provided thereto as of the date of such accounting.

a. Should the interim or final accounting, as applicable, show that the total

obligations for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor exceed the total contribution of funds provided by the Non-Federal Sponsor for such work, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to “FAO, USAED, LOUISVILLE DISTRICT, H2” to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

b. Should the interim or final accounting, as applicable, show that the total contribution of funds provided by the Non-Federal Sponsor for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor exceeds the total obligations for such work, the Government, subject to the availability of funds, shall refund the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund and funds are not available to refund the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

## ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

## ARTICLE VIII – OPERATION, MAINTENANCE, REPAIR, REHABILITATION, AND REPLACEMENT (OMRR&R)

A. Upon completion of construction and final inspection by the Government in accordance with Article II.A.6. of this Agreement, the Non-Federal Sponsor, pursuant to Article II.G. of this Agreement, shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or a completed portion thereof as the case may be, at no cost to the Government. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the *Project's* authorized purposes and in accordance with specific directions prescribed by the Government in the interim or final OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for access to the *Project* for the purpose of inspection, if the Government

determines an inspection to be necessary. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor.

#### ARTICLE IX – HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the *Project* and any *betterments*, except for damages due to the fault or negligence of the Government or its contractors.

#### ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the **[SEE NOTE - 8 - CHOOSE: (1) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20 (2) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20 and the Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations, OMB Circular A-110]**. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars **[SEE NOTE - 8 - CHOOSE: (1) A-87 (2 C.F.R. Part 225) and A-133 (2) A-87 (2 C.F.R. Part 225), A-122 (2 C.F.R. Part 230), and A-133]**, and such costs as are allocated to the *Project* shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to

any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. **[SEE NOTE - 8 - CHOOSE: (1) A-87 (2 C.F.R. Part 225) (2) A-87 (2 C.F.R. Part 225) and A-122 (2 C.F.R. Part 230)]** and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

## ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled “Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army”; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*), and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

## ARTICLE XII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

## ARTICLE XIII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend the Government’s future performance under this Agreement.

B. In the event all of the Government’s future performance under this Agreement or only the Government’s future performance to provide reimbursement is suspended pursuant to Article II.E.2. of this Agreement such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are



available to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.D. and Article XVII.E. of this Agreement the Government projects will be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that the Government and the Non-Federal Sponsor determine to suspend future performance under this Agreement in accordance with Article XIV.C. of this Agreement, such suspension shall remain in effect until the Government and the Non-Federal Sponsor agree to proceed or to terminate this Agreement. In the event that the Government suspends future performance under this Agreement in accordance with Article XIV.C. of this Agreement due to failure to reach agreement with the Non-Federal Sponsor on whether to proceed or to terminate this Agreement, or the failure of the Non-Federal Sponsor to provide funds to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under Article XIV.C. of this Agreement, such suspension shall remain in effect until: 1) the Government and Non-Federal Sponsor reach agreement on how to proceed or to terminate this Agreement; 2) the Non-Federal Sponsor provides funds necessary to pay for cleanup and response costs and otherwise discharges its responsibilities under Article XIV.C. of this Agreement; or 3) the Government terminates this Agreement in accordance with the provisions of Article XIV.C. of this Agreement.

D. If after completion of the design portion of the *Project* the parties mutually agree in writing not to proceed with construction of the *Project*, the parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement.

E. In the event that this Agreement is terminated pursuant to this Article or Article II.E. or Article XIV.C. of this Agreement, the parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement. The Government may reserve a percentage of total Federal funds made available for the *Project* as a contingency to pay costs of termination. Notwithstanding such termination, the Non-Federal Sponsor may continue with design and construction of the *Project*, at no cost to the Government.

F. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article II.E. or Article XIV.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

#### ARTICLE XIV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and coordination with the Government, the Non-Federal Sponsor shall perform, or ensure performance of, any investigations for hazardous

substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601-9675; hereinafter “CERCLA”), that may exist in, on, or under lands, easements, and rights-of-way that either the Non-Federal Sponsor and the Government jointly determine pursuant to Article III of this Agreement, or that the Non-Federal Sponsor otherwise determines, to be required for construction, operation, and maintenance of the *Project*. However, for lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances in, on, or under any lands, easements, or rights-of-way that the Non-Federal Sponsor and the Government jointly determine to be required for construction, operation, and maintenance of the *Project*, pursuant to Article III of this Agreement, shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

2. All actual costs incurred by the Government for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that either the Non-Federal Sponsor and the Government jointly determine pursuant to Article III of this Agreement, or that the Non-Federal Sponsor otherwise determines, to be required for construction, operation, and maintenance of the *Project*, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the *Project*, or, if already in construction, whether to continue with construction of the *Project*, suspend future performance under this Agreement, or terminate this Agreement, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that either the Non-Federal Sponsor and the Government jointly determine pursuant to Article III of this Agreement, or that the Non-Federal Sponsor otherwise determines, to be required for construction, operation, and maintenance of the *Project*. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction of the *Project* after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs

shall not be considered a part of *total project costs*. In the event the Non-Federal Sponsor does not reach agreement with the Government on whether to proceed or to terminate this Agreement under this paragraph, or fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement or suspend its future performance under this Agreement, including reimbursement pursuant to Article II.D. of this Agreement.

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the *Project* for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the *Project* in a manner that will not cause liability to arise under CERCLA.

#### ARTICLE XV - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

Kevin Wood  
8101 North High Street, Suite 100  
Columbus, OH 43235

If to the Government:

District Engineer  
Louisville District  
US Army Corps of Engineers  
600 Martin Luther King Junior Place  
Louisville, Kentucky 40201

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

#### ARTICLE XVI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

#### ARTICLE XVII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

LOGAN COUNTY, OHIO

BY: \_\_\_\_\_  
Antoinette R. Gant  
Colonel, Corps of Engineers  
District Engineer

BY: \_\_\_\_\_  
[TYPED NAME]  
[TITLE IN FULL]

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, do hereby certify that I am the principal legal officer of the **[FULL NAME OF NON-FEDERAL SPONSOR]**, that the **[FULL NAME OF NON-FEDERAL SPONSOR]** is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the **[FULL NAME OF NON-FEDERAL SPONSOR]** in connection with the **[FULL NAME OF "PROJECT"]**, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the **[FULL NAME OF NON-FEDERAL SPONSOR]** have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this \_\_\_\_\_ day of \_\_\_\_\_.

**[SIGNATURE]**  
**[TYPED NAME]**  
**[TITLE IN FULL]**

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**[SIGNATURE OF AGREEMENT SIGNATORY]**

**[TYPED NAME]**

**[TITLE IN FULL]**

DATE: \_\_\_\_\_

The Ladang Lake Area Historical Society  
requests the Russell Point Village Code  
Enforcement Officer with the approval of the  
Russell Point Council;

A - Waive the \$100 application fee

B - allow the banner to remain  
continuously displayed for the month the museum  
is open - May thru August <sup>OR</sup>  
Memorial Day thru Labor Day.

Thank you -  
Sharon Decker  
Vice President

SLDHS.

Village of Russells Point  
Code Enforcement

Commercial Zoning Permit Application

Fee \$100.00 Receipt# \_\_\_\_\_ Control# \_\_\_\_\_

Date Received \_\_\_\_\_ Date Issued \_\_\_\_\_ Date Denied \_\_\_\_\_

Job Site Address 204 LINCOLN BLVD. (DETACHED ACCESSORY BLDG.)

Owner or Applicant Name ARTHUR & MIRIAM SHELLNBARGER

Business Name INDIAN LAKE HISTORICAL SOCIETY

Parcel # 52-032-10-08-005-000

Lot # 0002 1-7-8 Zoning District B-1

Project Cost DONATED BY PIR Project Description 8' x 4' BANNER (32' x 8' ft)

ATTACHED TO BUILDING VIA CROMMETS & HOOKS

Please Read All of the Application  
The Following Are Required

For building and/or accessory structures and uses of 400 square feet or less including but not limited to: fences, walls, decks, signs, storage buildings, the fee is \$100

For buildings, accessory structures and uses more than 400 square feet, the fee is \$100.00 plus \$0.25 per square foot of enclosed ground coverage.

Re-inspections for non-compliance require an additional fee of \$50.00 per inspection.

1. A site plan drawn to scale, showing the exact dimensions, total square footage, and shape of the lot to be built upon or used, the exact dimensions and location of all existing buildings and structures on the lot (decks, sheds, signs, satellite dishes, etc.) if any; the exact locations and dimensions of all proposed building(s), structure(s) and/or alteration or addition to existing structures, the location of all street entrances, drive ways, off street and handy-caped parking spaces, loading areas, the size and location of fences, landscaping, lighting, refuse area and access to it, easements, utility lines overhead and underground, and drainage existing and proposed.
2. A complete set of State approved plans, copies of all other required County, State and Federal permits and a copy of any approved plan changes thereafter.
3. All survey pins are to be shown on the site plan and shall be physically located on the property and marked prior to submitting this application. Pin location must be maintained during all phases of construction.



## Commercial Zoning Permit Application

- ALREADY  
ON FILE
4. A completed application with signatures of the property owner and/or applicant, general/prime contractor, architect and/or engineer.
  5. A copy of the deed showing the County Recorder's stamp or a signed and notarized sales agreement between the owner and applicant. If the applicant is leasing a copy of the lease agreement between the owner and the applicant.
  6. At least three (3) business days prior to digging, you must contact the following and fill in the appropriate contact number.

OUPS (Ohio Utilities Protection Service)

1-800-362-2764 #

N/A

Time Warner Cable TV

1-937-872-0852 #

N/A

Indian Lake Water Pollution Control

1-937-843-3328 #

N/A

### Additional Requirements for All Signage

1. The design and layout of each sign proposed, including the area, height, character, materials, colors and type of lettering or other symbols to be used.
2. For wall signs an elevation drawing showing each face of the building with the proposed sign in place. Also included, shall be the width of the building or building unit face or faces.
3. If the sign is freestanding you must provide a complete set of plans and a site plan drawn to scale, showing the exact dimensions and shape of the lot to be built on. The location of the sign to all property lines and all other structures, streets, intersections, driveways, parking, loading areas, easements, utility lines and refuse areas. Separate plans are not required if information is provide on the master plan.
4. The proposed sign illumination shall be described.

### Required Inspections:

The applicant must notify the Code Enforcement Officer at least **two (2) working days** prior to any requested inspection.

The Code Enforcement Officer must inspect the property to verify location of all property pins and location of all new structures, driveways and parking prior to issuing the permit.

Some projects will require a rough inspection at no additional fee.

A final inspection to insure all code requirements have been met prior to issuing a Zoning Certificate. **No structure or property shall be used or occupied without a Zoning Certificate being issued.**

Commercial Zoning Permits Application

Owner's name ARTHUR & MIRIAM SHELLENBARGER

Address and P.O. Box

City, State & Zip 5442 CR 39 Huntsville Ohio 43324

Phone #

Cell # 937-539-6357

Fax#

E-Mail Address

Applicants Name

If different than owner INDIAN LAKE HISTORICAL SOCIETY

Address and P.O. Box

City, State, & Zip Box 265 Russells Point Ohio 43348

Phone # 937-597-4224

Cell # 937-210-1460

Fax

John Coleman  
Sharon DeVault

E-mail address sharon.devault@twc.com

Architect's or

Engineer's name N/A

Business name &

License number N/A

Address and P.O. Box

City, State, & Zip

Phone #

Cell #

Fax #

E-Mail Address

Commercial Zoning Permits Application

General / Prime  
Contractors Name

N/A

Business Name

Address P. O Box  
City, State & Zip

Phone #

Cell #

Fax #

E-Mail Address

Village Registration #

Detailed description of the proposed project and/or use.

8x4 Vinyl Banner Reading:

Indian Lake History Museum  
to be attached to building facade which  
faces U.S 33. Will be attached in space  
between the window and people door on the  
side of building (facing US33)

Banner will be displayed only thru  
the summer months - May thru August - when  
Museum is open to public and for the public  
to recognize the museum building.

Would be displayed basically during the Summer Season -  
May thru August  
(Memorial Day thru Labor Day)

Continue  
on next  
page

For review only

**ORDINANCE 20-XXXX**

**AN ORDINANCE ESTABLISHING A SCHEDULE OF RATES AND FEES FOR PERMITS AND ADMINISTRATIVE SERVICES ASSOCIATED WITH PROCESSING AND ENFORCEMENT OF THE VILLAGE ORDINANCES, RESOLUTIONS, REGULATIONS, AND RULES, REPEALING ORDINANCE 10-1049 AND AMENDING ALL ORDINANCES, RESOLUTIONS, REGULATIONS, AND RULES IN CONFLICT WITH THIS ORDINANCE.**

WHEREAS, Council has determined a need to establish fees and rates for permits processing and enforcement of Village Ordinances, Resolutions, Regulations, and Rules;

WHEREAS, Council has determined a need to establish a penalty for failure to obtain necessary zoning and building permits prior to commencing a building and/or accessory structure project, and has established a penalty of two times the base permit fee for each infraction of the Village Ordinances, Resolutions, Regulations and Rules;

WHEREAS, Council recognizes needs for action before the Board of Zoning Appeals, and Planning Commission, it further recognizes the need to have all real estate taxes current prior to actions by said boards and commissions.

WHEREAS, Council recognizes the Federal, State, County, Local Government Agencies, Utilities and Communication Corporations have Franchise Agreements, Contracts and/or dedicated easement within the Village that require placement and construction to maintain their accessory structures and services, where required permits and fees would be cumbersome and ineffective.

NOW, **THEREFORE BE IT ORDAINED** by the Council of the Village of Russells Point, Logan County, Ohio that:

SECTION I: The following rates, fees and charges are non-refundable unless otherwise specified and shall be collected prior to permits being issued and paid into the Village Treasury providing all property taxes are current.

1. Residential Zoning Permit – Zoning Districts R-1, R-2, R-3
  - a. For building and/or accessory structures and uses of 200 square feet or less including, but not limited to fences, walls, decks, signs, storage buildings, swimming pools, and tear downs with or without replacement of structures.  
Fee: \$35.00 plus 25¢ (cents) per square foot of enclosed ground coverage over 200 square feet.
2. Business & Manufacturing Zoning – Zoning Districts B-1, B-2, B-3, M-1
  - a. For buildings and/or accessory structures including but not limited to fences, walls, decks, signs, storage building, and tear downs with or without replacement of structures.  
Fee: \$50.00 plus 25¢ (cents) per square foot of enclosed ground coverage.

3. Zoning Appeals Application – Fee: \$200.00
4. Variance Application – Fee: \$200.00
  - a. If variance is denied by the Board of Zoning Appeals, additional costs for square footage will be refunded.
5. Conditional Use Application – Fee: \$200.00
6. Zoning Amendment Application – Fee: \$625.00
7. Planning Commission (lot splits) – Fee: \$300.00
8. Alley and Street Vacations – Fee: \$500.00 plus legal fees
9. Tear Down Permits
  - a. Residential – Fee: \$35.00
  - b. Business and manufacturing – Fee: \$50.00
10. Portable & Temporary Signs, Special Event Banner Permit – Fee: \$25.00
11. Private Entry to Public Street
  - a. Residential – Fee: \$35.00
  - b. Business and manufacturing – Fee: \$50.00
12. Landfilling of Private Property
  - a. Residential – Fee: \$35.00
  - b. Business and manufacturing – Fee: \$50.00

SECTION II: The following rates, fees and charges are non-refundable unless otherwise specified and shall be collected and paid into the Village treasury.

1. Home Sale Permits – All home sales require a permit and are limited to (3) three per calendar year.
  - a. Holidays: Memorial Day, Independence Day, and Labor Day – Fee: \$0
  - b. Non-holidays – Fee: \$5.00
2. Peddler's and Solicitor's License
  - a. Fee: \$50.00 for thirty (30) consecutive days.
3. Temporary Business License
  - a. Fee: \$50.00 for thirty (30) consecutive days.
  - b. Cleaning Deposit: \$50.00 refundable upon inspection.
4. Parade Permit – No fee but requires review and approval of the Mayor.
5. Excavation Permit – Street, Sidewalk, Curb or Gutter Cuts – Fee \$35.00

- a. Minimum deposit of \$300.00 may be required and is refunded upon satisfactory restoration.
- 6. Golf Cart Permits – Fee: \$25.00 per vehicle
- 7. Golf Cart Inspections – Fee: \$10.00 per vehicle
- 8. Contractor Registrations – Fee: \$25.00 per calendar year
- 9. Abandoned Property Registration
  - a. Initial Registration – Fee: \$100.00 valid for 12 months from registration date
  - b. Continued Registration – Fee: \$50.00 each additional 12-month period
- 10. Public Exhibition Permit (fireworks) – Fee: \$100.00
- 11. Police reports – if mailed – Cost listed in records fees policy
- 12. Copies – Cost listed in records fees policy
- 13. Marriage - \$35.00 on-site or \$50.00 off-site within Logan County
- 14. Other administrative and enforcement costs not included above shall be at cost.

SECTION III: Federal, State, County, Local Government Agencies, Utilities and Communications Corporations with Franchise Agreements, Contracts and or dedicated easements with the Village shall not be required to file a permit application for placement and construction of accessory structures and a fee shall not be required. Utilities and Communication Corporations shall be required to file all permit applications required for construction of main structures and use as listed in Section I, (2) and (9).

SECTION IV: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision making bodies of the Village of Russells Point which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

SECTION V: All prior legislation, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts.

SECTION VI: This Ordinance shall take effect and be in force upon its passage.

Passed by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Robin Reames, Mayor

ATTEST:

\_\_\_\_\_  
Jeff Weidner  
Fiscal Officer, Clerk of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynnette Dinkler  
Village Solicitor