



### Proclamation Autism Awareness Month

**Whereas**, Autism is the term given to the developmental disorder that affects a person's ability to socially interact and communicate effectively. People with autism often feel like it is a part of their being. It is an important part of who they are as a person because it affects how they live their lives every day.

Symptoms of autism appear in early childhood and typically are detected when children fail to reach certain development milestones. In order to raise autism awareness, it's important we understand the symptoms. Here are some common signs of autism in young children:

- not understanding the feelings or thoughts of others
- being unable to explain their feelings
- often preferring their own company over making friends
- getting upset if their routine is interrupted or subject to change

A diagnosis of ASD now includes several conditions that used to be diagnosed separately: autistic disorder, pervasive developmental disorder not otherwise specified (PDD-NOS), and Asperger syndrome. These conditions are now all called autism spectrum disorder.

**Whereas**, often nothing about how people with ASD look sets them apart from other people, but people with ASD may communicate, interact, behave, and learn in ways that are different from most other people. The learning, thinking, and problem-solving abilities of people with ASD can range from gifted to severely challenged. Some people with ASD need a lot of help in their daily lives; others need less.

**Whereas**, a variety of factors can lead to the onset of autism. While a lot of these are genetic, environmental causes such as alcohol, pollution or autoimmune diseases have been attributed to contributing to its presence. ASD is reported to occur in all racial, ethnic, and socioeconomic groups. ASD is more than 4 times more common among boys than among girls

**Whereas**, it affects around 1 to 2 out of 1,000 people around the World, adding up to around 25 million people globally. All the more reason to get involved with World Autism Awareness Month! This disorder is a life-long neurological with current statistics bringing it to about 1 in 54 children has been identified with autism spectrum disorder (ASD) according to estimates from CDC's Autism. Making Autism one of the most common developmental disabilities in the country.

**Whereas**, our understanding of autism has grown tremendously since it was first diagnosed in 1943, but there is still much to learn. The hope lies in a broad spectrum of treatments, and in an informed public and community committed to providing support and service to those with symptoms of the spectrum disorder. The Autism Society envisions a world in which individuals and families living with autism are able to maximize their quality of life, are treated with the highest level of dignity, and live in a society in which their talents and skills are appreciated and valued

**Whereas**, in 1970, the Autism Society launched an ongoing nationwide effort to promote autism awareness and assure that all affected by autism are able to achieve the highest quality of life possible. In 1972, the Autism Society launched the first annual National Autistic Children's week, which evolved into National Autism Awareness Month (NAAM). This April, we continue our efforts to spread awareness on how it affects not only those who live with it but people around them as well.

**Whereas**, we would like to also set aside April 2 as World Autism Awareness Day, when the world takes part in the puzzle pattern of blue, red, yellow and purple pieces that reflect the complexities and uniqueness of the autism spectrum. There is no better way to celebrate this day than by becoming aware of the characteristics of people with this condition and how all of us can do better to increase our own understanding and promote kindness

**Whereas**, the Village of Amanda's Mayor and Legislative Authority join in to demonstrate support of this worthy cause and proclaim April to be Autism Awareness Month, as well as April 2 as World Autism Awareness Day.

**Now Therefore, Be It Resolved**, that the Mayor and Legislative Authority of the Village of Amanda proclaim April 2021 to be Autism Awareness Month, and reserve April 2 as Autism Awareness Day within the Village of Amanda.

**In Witness Whereof**, we have hereunto set our hands and caused the Great Seal of the Village of Amanda to be affixed on this \_\_\_ day of April, 2021

Mayor Charlena Fisher, Village of Amanda

Attest:

Pres-Pro Temp Dwayne Vannoy

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. R1-2020 RESOLUTION # R1-2020 Passed 3-2-2020, 20  

**WHEREAS** the Village of Amanda's Legislative Authority wishes to appoint representatives to the OPWC board.

**WHEREAS** the council would like the village Administrator Ralph Martin to act as the representative

**WHEREAS** they would also like Councilman Tim Kirchgessner to act as the alternative.

**THEREFORE** Be it resolved that the Village of Amanda does hereby wish to have Ralph Martin and Tim Kirchgessner act as the villages representatives with the Ohio Public Works Commission.

In consideration of the above, the undersigned sets forth her signature this   2   day of March, 2020

Charlena Fisher

Village Mayor



Resolution # 22020 Cares Act

**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 H.B. 481 of the 133<sup>rd</sup> General Assembly (H.B. 481); and

**WHEREAS**, 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**, Village of Amanda is requesting its share of funds from the County Coronavirus Relief Distribution Fund.

**NOW THEREFORE**, be it resolved by the **Legislative Authority** of **Village of Amanda** that the **Legislative Authority** affirms that all funds received from the County Coronavirus Relief Distribution Fund pursuant to H.B. 481 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 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 [Subdivision Name]'s most recently approved budget as of March 27, 2020; and *Village of Amanda*
- (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

**FURTHERMORE**, in compliance with H.B. 481, be it resolved by the **Legislative Authority** of **Village of Amanda** that the **Village of Amanda's Fiscal Officer** take all necessary action to:

- (1) On or before October 15, 2020, pay any unencumbered balance of money in the **Village of Amanda's** local coronavirus relief fund to the County Treasurer;
- (2) On or before December 28, 2020, pay the balance of any money in the **Village of Amanda'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 H.B. 481 to the Director of the Ohio Office of Budget and Management as requested.

Adopted on:

*Charlene Fisher*

MAYOR

*[Signature]*

Fiscal Officer

*Passer  
7-6-2020*

43-2000

**Ohio Public Works Commission**

**PROJECT GRANT/LOAN AGREEMENT**

**OHIO SMALL GOVERNMENT CAPITAL IMPROVEMENTS PROGRAM**

Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1, this Project Grant/Loan Agreement (hereinafter referred to as the Agreement) is entered into **08/01/2020** by and between the State of Ohio, acting by and through the Administrator of the Ohio Small Government Capital Improvements Program (hereinafter referred to as the "Administrator" or the "OSGCIP"), and **Village of Amanda, Fairfield County** (hereinafter referred to as the "Recipient"), in respect of the Project named **Kirby, Halderman & Dunford Street Improvements** as described in Appendix A of this Agreement ("Project") to provide **79%** of the total Project cost ("Participation Percentage"), not to exceed **Two Hundred Forty-Seven Thousand Six Hundred Sixty-Five Dollars (\$247,665)**, for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

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RECITALS

Pursuant to Ohio Revised Code 164.02, the Ohio General Assembly created the Ohio Public Works Commission (OPWC) to implement the policies set forth in Article VIII, of the Ohio Constitution and Chapter 164 of the Ohio Revised Code;

Pursuant to Ohio Revised Code 164.051, the Administrator is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support for Capital Improvement Projects; and (ii) authorize payments to Local Subdivisions or their Contractors for costs incurred for Capital Improvement Projects;

Ohio Revised Code Sections 164.05 and 164.06 permit a grant of funds, or other forms of financial assistance, for such a Capital Improvement Project to be expended and provided only after the District Committee has submitted a request to fund the Capital Improvement Project outlining the Recipient's planned use of the funds; and subsequent approval of the request by the Administrator;

The Recipient desires to engage in the Capital Improvement Project described in Appendix A of this Agreement; and

The Project has been duly recommended to the Administrator pursuant to Ohio Revised Code 164.06 by the District Committee of which the Recipient is a part;

In consideration of the promises and covenants herein contained, the undersigned agree as follows:

I. DEFINITIONS. The following words and terms as hereinafter used in this Agreement shall have the following meanings.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director of the Ohio Public Works Commission.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, appurtenances to roads and bridges to enhance the safety of animal-drawn vehicles, pedestrians, and bicycles, wastewater treatment facilities, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage and treatment facilities including real property, interests in real property, facilities, and equipment related or incidental to those facilities.

"Chief Executive Officer" means the single office or official of the Recipient designated in Appendix A pursuant to Section V, or authorized designee as per written notification to the Administrator.

"Chief Fiscal Officer" means the single office or official of the Recipient designated in Appendix A pursuant to Section V, or authorized designee as per written notification to the Administrator.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

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“Contractor” means a person who has a direct contractual relationship with the Recipient and is the manufacturer of all or a portion of the Project; or the provider of labor, materials or services in connection with the construction, reconstruction, expansion, improvement or engineering of the Project; or both.

“Cost of Capital Improvement Projects” means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects, and related financing costs.

“District Committees” means the District Public Works Integrating Committees and the Executive Committees created pursuant to Ohio Revised Code 164.04, of the Revised Code, and District Subcommittees created pursuant to section 164.06 of the Revised Code.

“Effective Date” means the date set forth on Page One of this Agreement.

“Eligible Project Costs” means such portion of the Project costs disbursed and loaned from the OSGCIP to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs thereto.

“Governing Body” means the legislative authority if a municipal corporation; or the board of township trustees if a township.

“Local Subdivision” means any municipal corporation or township of the State.

“Local Subdivision Contribution” means the Local Subdivision financial share used for the sole and express purpose for paying or reimbursing the costs certified to the Administrator under this Agreement for completion of the project.

“Note” means the promissory note provided to the Chief Financial Officer of record.

“Participation Percentage” means the rounded percentage of the total actual Project costs that will be contributed by the OSGCIP, not to exceed the maximum dollar contribution of the OSGCIP identified in this Project Agreement, and the rounded percentage of the total actual Project costs that will be contributed by the Recipient. Both percentages are identified in Appendix B. If the total actual Project costs exceed the estimated Project costs identified in Appendix B, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OSGCIP percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OSGCIP which is identified in this Project Agreement.

“Private Business Use” means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the public.

“Private Person” means any person, firm, entity or individual who or which is other than a “governmental unit” as that term is defined in Code Section 150 and used in Code Sections 141 and 148.

“Project” means the scope of work specified in Appendix A.

“Project Manager” means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix A pursuant to Section V, or authorized designee as per written notification to the Administrator.

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"Repayment Amount" means the amount to be paid by the Recipient to the OSGCIP on each payment date of each year during the Term pursuant to the terms and conditions of the Note.

"State" means the State of Ohio.

"Tax-Exempt Organization" means a "governmental unit," as such term is used in Code Sections 141 and 148.

"Utility" means the Project if a facility which generates revenues from fees, charges or taxes associated with the use of the facility.

II. FINANCIAL ASSISTANCE. Subject to the terms and conditions contained herein, the Administrator hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Administrator under this Agreement for the completion of the Project.

A. *The Grant.* The OSGCIP hereby agrees to provide financial assistance in the form of a grant, from the State Capital Improvements Fund, which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed **One Hundred Seventy-Three Thousand Three Hundred Sixty-Five Dollars (\$173,365)**.

Once this grant amount is fully expended, the loan amount below will be drawn on for disbursing the remaining OSGCIP obligations contained in the Agreement, unless otherwise specified in Appendix A. If the loan amount is necessitated for the local share, grant and loan assistance will be disbursed concurrently.

B. *The Loan.* On the terms and conditions of the Agreement which are incorporated herein and made a part hereof, the OSGCIP shall lend to Recipient and Recipient shall borrow from the OSGCIP an amount not to exceed **Seventy-Four Thousand Three Hundred Dollars (\$74,300)**, the proceeds of which shall be utilized solely to finance the Eligible Project Costs and/or reimburse the Recipient for its advance payment of such Eligible Project Costs. The Loan shall be disbursed by the OSGCIP to the Recipient pursuant to Section V of the Agreement. The terms of repayment of the Loan shall be as set forth in the Note and Recipient shall make all payments required to be made under the Note as and when due.

1. In the event the Project to be constructed is or will be a Utility, the Recipient hereby agrees to the following:

a. It shall always prescribe and charge such rates, fees, charges or taxes as shall result in revenues at least adequate to meet operation, maintenance and all expenses of the Utility and the payment of all amounts required by the Note;

b. It shall permit any authorized agent of the OSGCIP to inspect all records, accounts and data of the Utility at any reasonable time; and

c. It shall segregate the revenues, funds, properties, costs and expenses of the Utility from all other revenues, funds properties, costs and expenses of the Recipient.

2. The Recipient shall pay to the OSGCIP an amount equal to the Repayment Amount as and when due as provided in the Note from (i) any source of revenues of the Recipient, or (ii) in the event the Project is or will be a Utility, the Recipient shall make

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such payments from the revenues of such Utility; provided, however, that if otherwise lawful, nothing herein shall be deemed to prohibit the Recipient from using, of its own volition, any of its general revenues or other revenue sources for such payments. The obligation of the Recipient to pay the Repayment Amount shall not be assignable, and the Recipient shall not be discharged therefrom, without the prior written consent of the OSGCIP. During the first 15 days of May and November of each year during the Term, the OSGCIP shall invoice the Recipient for the sum due and owing the OSGCIP and the payment of each such invoice shall be made by the Recipient to the OSGCIP not later than the last Business Day of January or the first day of July. The OSGCIP may adjust repayment schedules based on the administrative needs of the Lender. Any failure of the OSGCIP to invoice the Recipient shall not otherwise release the Recipient from its obligations to pay the Repayment Amount as and when due or otherwise fulfilling its obligations.

3. The Recipient shall pay the Local Subdivision Contribution. If the Term commences prior to the determination of the final costs of the Project, the Repayment Amount and the Local Subdivision Contribution shall be based upon the best figures available at the time of execution of the Agreement or as amended. When such final costs of the Project are greater than or less than the estimated costs of the Project as set forth in Appendix B, the amount of the Loan and the Note shall be adjusted in accordance with the terms and conditions of the Note and the Local Subdivision Contribution shall be paid in full by the Recipient as and when due.

4. In the event the final costs of the Project are greater than the estimated costs of the Project, the Recipient shall be responsible for the difference.

5. Prior to the disbursement of the Loan, the Recipient shall demonstrate to the satisfaction of the Administrator the capability of the Recipient to pay the Repayment Amount and the Local Subdivision Contribution. The Administrator may withhold any disbursement during the Term if he or she reasonably believes that the Recipient is unable to pay the Repayment Amount or its Local Subdivision Contribution as and when due.

6. Upon completion of the Project, the Recipient shall make a full and complete accounting to the OSGCIP of the Eligible Project Cost.

7. If prior to the completion of the Term the Project shall be damaged or destroyed, partially or completely, by fire, flood, windstorm or other casualty, there shall be no abatement or reduction of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and the Recipient shall at its cost and expense (i) promptly repair, rebuild or restore the property damaged or destroyed in substantially the same condition before such damage or destruction, and (ii) apply for any proceeds from insurance policies for claims for such losses as well as utilizing any additional moneys of the Recipient to repair, rebuild and restore the Project.

8. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amount of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Recipient in a separate condemnation award account and shall be applied by the Recipient in either or both the following ways as shall be determined by the Recipient:

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a. The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or

b. The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project, which real estate and facilities shall be deemed a part of the Project without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

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

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

a. The Recipient fails to make any payment to the OSGCIP of the Repayment Amount required as and when due under the Note and/or the Recipient fails to pay its Local Subdivision Contribution.

b. The Recipient fails to observe and perform any obligations, agreements or provisions of the Agreement and all Appendices thereto, which failure shall continue for 30 days after receipt of written notice thereof from the Administrator.

10. Whenever an Event of Default shall have happened and be subsisting, in addition to any other rights or remedies provided herein, the Note, by law or otherwise:

a. The amount of such default, in the event the Recipient defaults on the Repayment Amount, shall bear interest at 8% per annum ("Default Interest Rate"), from the date of the default until the date of the payment thereof, and all the costs incurred by the OSGCIP in curing such default including, but not limited to, court costs all other reasonable costs and expenses (including reasonable attorney's fees) shall be repaid by the Recipient to the OSGCIP as a part of the Repayment Amount.

b. The Administrator may in his or her sole discretion, in accordance with Ohio Revised Code 164.051, direct the county treasurer of the county in which the Recipient is located to directly pay the amount of any default from the funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Ohio Revised Code Sections 5747.51 to 5747.53.

c. The OSGCIP shall be released from all obligations to Recipient.

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d. The entire principal amount of the Loan then remaining unpaid, together with all accrued interests and other charges shall, at the OSGCIP's option, become immediately due and payable.

11. No right or remedy conferred upon the OSGCIP under Section 10 above is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

12. Notwithstanding any provision contained in this Appendix, the promissory note, or any other provision of this Agreement, should the Repayment Amount equal \$5,000 or less, it shall be paid to the OSGCIP in two equal payments according to the invoice schedule established in this Agreement.

C. *Joint Funded Project with the Ohio Department of Transportation.* For those projects advertised, awarded and administered by the Ohio Department of Transportation (ODOT), the Recipient and the Administrator hereby assign certain responsibilities to the ODOT, an authorized representative of the State of Ohio. Notwithstanding Sections V.A., V.B., and V.C. of the Project Agreement, Recipient hereby acknowledges that upon notification by the ODOT, all payments for eligible project costs will be disbursed by the Administrator and the OSGCIP directly to the ODOT. A Memorandum of Funds issued by the ODOT shall be used to certify the estimated project costs. Upon receipt of a Memorandum of Funds from the ODOT, the OSGCIP shall transfer funds directly to the ODOT via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix B to those eligible project costs within the Memorandum of Funds.

III. LOCAL SUBDIVISION CONTRIBUTION. The Recipient shall, at a minimum, contribute to the Project the Local Subdivision Participation Percentage as set forth in Appendix B of this Agreement.

IV. PROJECT SCHEDULE. Construction of the Project must begin within one year of the Effective Date of this Agreement, or this Agreement may become null and void at the sole discretion of the Administrator. A preliminary construction schedule is provided in Appendix A. Delays, with reason for the delay(s), must be communicated to the Administrator as soon as possible. The Administrator will review written requests for extensions and may extend the construction start date, providing that the Project can be completed within a reasonable time frame.

V. DISBURSEMENTS. All payments made by the OSGCIP shall be made directly to the contractor that performed the work on the Project and originated the invoice unless the Recipient requests reimbursement. The following provisions apply to Project disbursements:

A. *Project Administration Designation.* Pursuant to Ohio Administrative Code 164-1-21(B) (1-3), the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix A of this Agreement. The Administrator and OSGCIP must be notified of changes in these designations in writing including the addition of designees or alternates.

B. *Disbursements to Contractors to Pay Costs of the Project.* The Recipient shall submit to the Administrator a Disbursement Request, a form of which is attached, together with the information and certifications required by this section, unless otherwise approved by the Administrator. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme. If all requirements for disbursement set forth herein are deemed by the Administrator to be accurate and completed, the Administrator shall initiate a voucher in accordance with applicable State requirements for the

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payment of the amount set forth in the Disbursement Request. Upon receipt of a warrant from the Office of Budget and Management, Ohio Shared Services, drawn in connection with the voucher, the Administrator shall forward the warrant by regular first class United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Administrator by the Recipient:

1. An invoice submitted to the Recipient by the Contractor documenting work performed or materials or labor supplied;
2. If the request is for disbursement to the Recipient, proof of payment of the invoice such as check, warrant, or other evidence satisfactory to the Administrator that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
3. A Disbursement Request Form properly certified by the Project Manager, Chief Fiscal Officer and the Chief Executive Officer; and
4. Such other certificates, documents and other information as the Administrator may reasonably require.

If the Administrator finds that the documents comply with the requirements of this Agreement, the Administrator is authorized to cause the disbursement of moneys from the Fund for payment of the identified Project costs.

The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

C. *Limitations on Use.* No part of the moneys delivered to the Recipient pursuant to Section II is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes.

D. *Project Scope.* The physical scope of the Project shall be limited to only those Capital Improvements as described in Appendix A of this Agreement. If circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the Director for the execution of an amendment to this Agreement.

E. *Project Cost Overruns.* If the Recipient determines that the moneys granted pursuant to Section II, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. Pursuant to Ohio Administrative Code Section 164-1-23, the Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request, the action shall be recorded in the District Committee's official meeting minutes and provided to the Director for the execution of an amendment to this Agreement.

VI. CONDITIONS TO FINANCIAL ASSISTANCE AND ITS DISBURSEMENT. The Recipient

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must comply with the following before receiving funds:

- A. Recipient certifies that the Local Subdivision Contribution necessary for the completion of the Project is available or expected to be available through the construction of the Project and must demonstrate its compliance with the provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.
- B. Recipient shall execute all other documents and certificates as deemed necessary by the Administrator, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT. Recipient represents warrants and covenants for the benefit of the Director as follows:

- A. Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted.
- B. Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement.
- C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity.
- D. Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under the Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.
- E. Recipient is not the subject of or has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms.
- F. Use of the Project - Qualified Service Contracts.
  - 1. *General.* The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.
  - 2. *Qualified Service Contracts.* A Service Provider includes any person that is a Related Party to the Service Provider and the phrase "Chief Executive Officer" includes a person with equivalent management responsibilities.
    - a. *Qualified Service Contracts - Rev. Proc. 2017-13.* Unless the Recipient chooses to apply the safe harbors described below in F.2.b. for Service Contracts (defined below) entered into before (and not materially modified after) August 18, 2017, an arrangement under which services are to be provided by a Private Person ("Service Provider") involving the use of all or any portion of, or any function of, the Project (for example, the management services for an entire facility or a specific department of a facility) ("Service Contract") is a "Qualified Service Contract" if either (A) the only compensation provided for in the Service Contract consists of reimbursements of actual and direct expenses paid by the Service Provider to persons other than Related Parties and reasonable related

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administrative overhead expenses of the Service Provider ("Expense Reimbursement") or (B) all of the following conditions are satisfied:

- b. The compensation (including Expense Reimbursement) for services provided pursuant to the Service Contract ("Compensation") is reasonable;
- c. None of the Compensation (disregarding reimbursement of actual and direct expenses paid by the Service Provider to persons other than Related Parties, which for this purpose excludes employees of the Service Provider), including the timing of the payment thereof, is based on net profits from the operation of the portion of the Project with respect to which the Service Provider provides services (the "Managed Property") or any portion thereof. Compensation will not be treated as providing a share of net profits if no element of the Compensation considers, or is contingent upon, either the Managed Property's net profits or both the Managed Property's revenues and expenses for any fiscal period. For this purpose, Compensation will not be treated as providing the Service Provider a share of the Managed Property's net profits or requiring the Service Provider to bear a share of Managed Property's net losses if the Compensation is: (i) based solely on a capitation fee, a periodic fixed fee, or a per-unit fee; (ii) incentive compensation that is determined by the Service Provider's performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and timing of the payment of the incentive compensation does not take into account (or is contingent upon) the Managed Property's net profits; or (iii) a combination of the types of Compensation set forth in (i) and (ii);
- d. The determination of the amount of Compensation and the amount of any expenses to be paid by the Service Provider (and not reimbursed), separately and collectively, do not consider either the Managed Property's net losses or both the Managed Property's revenues and expenses for any fiscal period;
- e. The timing of the payment of Compensation is not contingent upon the Managed Property's net losses or net profits. Deferral of the payment of Compensation will not be treated as contingent on the Managed Property's net losses or net profits if the Service Contract includes requirements that: (i) the Compensation is payable at least annually; (ii) the Recipient is subject to reasonable consequences for late payment, such as reasonable interest charges or late payment fees; and (iii) the Recipient will pay such deferred Compensation (with interest or late payment fees) no later than the end of five years after the original due date of the payment of the Compensation;
- f. The term of the Service Contract, including all renewal options, is no greater than the lesser of 30 years or 80 percent of the weighted average reasonably expected economic life of the Managed Property;
- g. The Recipient must exercise a significant degree of control over the use of the Managed Property. This control requirement is met if the Service Contract requires the Recipient to approve the annual budget of the Managed Property, capital expenditures with respect to the Managed Property, each disposition of property that is part of the Managed Property, rates charged for the use of the Managed Property, and the general nature and type of use of the Managed Property (for example, the type of services);
- h. The Recipient must bear the risk of loss upon damage or destruction of the Managed Property;
- i. The Service Provider must agree that it is not entitled to and will not

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take any tax position that is inconsistent with being a Service Provider to the Recipient with respect to the Managed Property (e.g., the Service Provider will not claim depreciation, amortization, or investment tax credit, or deduction for any payment as rent, with respect to the Managed Property); and

j. The Service Provider must have no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, based on all the facts and circumstances. A Service Provider will not be treated as having a role or relationship that substantially limits the Recipient's ability to exercise its rights under the Service Contract if:

(i) Not more than 20 percent of the voting power of the Governing Body of the qualified user in the aggregate is vested in the directors, officers, shareholders, partners, members, and employees of the Service Provider;

(ii) The Governing Body of the Recipient does not include the Chief Executive Officer of the Service Provider or the chairperson (or equivalent executive) of the Service Provider's Governing Body; and

(iii) The Chief Executive Officer of the Service Provider is not the Chief Executive Officer of the Recipient or any Related Party to the Recipient.

3. *Qualified Service Contracts - Rev. Proc. 97-13.* A Service Contract is considered to contain termination penalties if the termination limits the Recipient's right to compete with the Service Provider, requires the Recipient to purchase equipment, goods or services from the Service Provider, or requires the Recipient to pay liquidated damages for cancellation of the Service Contract. Another contract between the Service Provider and the Recipient (for example, a loan or guarantee by the Service Provider) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's length that could operate to prevent the Recipient from terminating the Service Contract. A requirement that the Recipient reimburses the Service Provider for ordinary and necessary expenses, or restrictions on the hiring by the Recipient of key personnel of the Service Provider are not treated as contract termination penalties.

If the Recipient chooses to apply the following safe harbors, a Service Contract is a Qualified Service Contract if entered into before (and not materially modified after) August 18, 2017 and all of the following conditions are satisfied:

a. The compensation for services provided pursuant to the Service Contract is reasonable;

b. None of the compensation for services provided pursuant to the Service Contract is based on net profits from operation of the Project or any portion thereof;

c. The compensation provided in the Service Contract satisfies one of the following subparagraphs:

(i) At least 95% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 15 years. For purposes of Section VII.F., a "periodic fixed

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fee” means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Project (e.g., the Consumer Price Index) and a “renewal option” means a provision under which the Service Provider has a legally enforceable right to renew the Service Contract but does not include a provision under which a Service Contract is automatically renewed for one-year periods absent cancellation by either party, even if such Service Contract is expected to be renewed; or

(ii) at least 80% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 10 years; or

(iii) at least 50% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; or

(iv) all the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; a “capitation fee” means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(v) all the compensation for services is based on a per-unit fee or a combination of a per unit fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed three years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the second year of the Service Contract term; a “per-unit fee” means a fee based on a unit of service provided (e.g., a stated dollar amount for each specified procedure) and generally includes separate billing arrangements between physicians and hospitals; or

(vi) all the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Service Contract, including all renewal options, does not exceed two years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the first year of the Service Contract term; this subparagraph (vi) applies only to (I) Service Contracts under which the Service Provider primarily provides services to third parties (e.g., health care services) or (II) Service Contracts involving the Project during an initial start-up period for which there has been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Service Contract based on a percentage of gross expenses) (e.g., a Service Contract for general

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management services for the first year of operations), in which case the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (*i.e.*, gross revenues less allowances for bad debts and contractual and similar allowances), or expenses of the Project, but not more than one of these measures; or

(vii) all the compensation for services is based on a stated amount, a periodic fixed fee, a capitation fee, a per-unit fee, or a combination of the preceding. The compensation for services also may include a percentage of gross revenues, adjusted gross revenues, or expenses of the Project (but not both revenues and expenses). The term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract need not be terminable by the Recipient prior to the end of the term. For purposes of this section, a tiered productivity award as described in section 5.02(3) of Internal Revenue Service Revenue Procedure 97-13, as amplified by Internal Revenue Service Notice 2014-67, will be treated as a stated amount or a periodic fixed fee, as appropriate.

d. The Service Provider has no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, including cancellation rights;

e. The Service Provider and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20% of the voting power of the Governing Body of the Recipient;

f. No individual who is a member of the Governing Body of the Service Provider and the Recipient is the Chief Executive Officer of the Recipient or the Service Provider or the chairperson of the Governing Body of the Recipient or the Service Provider; and

g. The Recipient and the Service Provider are not Related Parties.

4. *Exceptions.* The Recipient may treat a Service Contract that does not comply with one or more of the criteria of Section VII.F. as not resulting in Private Business Use of the Project if it delivers to the Director, at its expense, an opinion of Bond Counsel to the effect that such Service Contract does not result in Private Business Use of the Project and that entering into such Service Contract would not adversely affect the exclusion from gross income of the interest on the bonds that financed the Project or cause the interest on such bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code.

G. *Use of Proceeds.* With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II:

1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements Projects," as defined in Ohio Revised Code Section 164.01(F);

2. All the Project is owned, or will be owned, by the Recipient or another Tax-Exempt Organization, upon providing prior written notice to the Director, for as long as the loan is outstanding;

3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition,

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construction, improvement and equipping of property that is used or will be used for any Private Business Use; and

4. The Recipient may engage in Private Business Use only if it delivers to the Director, at the Recipient's expense, an opinion of bond counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

H. *General Tax Covenant.* The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes.

I. *Sufficiency of Moneys.* The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to this Agreement to fund the Project to completion, as its Local Subdivision Contribution.

J. *Construction Contract.* If federal funds are included as part of the financing of the non-OPWC portion of the Project, federal law may prevail, including, but not limited to, application of Davis Bacon prevailing wage rates, the Copeland "Anti-Kickback" Act, the Contract Work Hours and Safety Standards Act, and any federal environmental regulations. Recipient is solely responsible for ensuring compliance with federal requirements applicable to its Local Subdivision Contribution. Notwithstanding the above, the following provisions apply to construction contracts under this Agreement:

1. *Ohio Preference.* The Recipient shall, to the extent practicable, use and shall cause all its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code 164.05(A)(6);

2. *Domestic Steel.* The Recipient shall use and cause all its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code 153.011;

3. *Prevailing Wage.* The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;

4. *Equal Employment Opportunity.* The Recipient shall require all Contractors to secure a valid Certificate of Compliance;

5. *Construction Bonds.* In accordance with Ohio Revised Code 153.54, et. seq., the Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100% of its contract price as security for the faithful performance of its contract;

6. *Insurance.* The Recipient shall require that each of its construction contractors and subcontractors maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance, and require Professional Liability Insurance for its professional architects and engineers; and

7. *Supervision.* The Recipient shall provide and maintain competent and adequate Project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction

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conforms to the approved surveys, plans, profiles, cross sections and specifications.

VIII. **PROGRESS REPORTS.** The Recipient shall submit to the Administrator, at the Administrator's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Administrator may reasonably require

IX. **AUDIT RIGHTS.** The Recipient shall, at all reasonable times, provide the Administrator access and a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of six years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Administrator within 10 days of the issuance of the report. The Recipient simultaneously shall provide the Administrator with its detailed responses to each negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Administrator may bar the Recipient from receiving further financial assistance under Ohio Revised Code Chapter 164 until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

X. **GENERAL ASSEMBLY APPROPRIATION.** The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Ohio Revised Code Chapter 164. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Administrator shall be binding until the Recipient has complied with all applicable provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1 and until the Recipient has acquired and committed all funds necessary for the full payment of the local share applicable to the Project.

XI. **THIRD PARTY RIGHTS AND LIABILITY.** Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Administrator and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Administrator any of the obligations specified in Ohio Revised Code 126.30. The Recipient shall be responsible for Recipient's use or application of the funds being provided by the Administrator and the Recipient's construction or management of the Project.

XII. **TERMINATION.** The Administrator's and OSGCIP's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the terms or conditions contained herein. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement.

XIII. **GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.

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XIV. SEVERABILITY. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Law.

XV. ENTIRE AGREEMENT. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

XIV. CAPTIONS. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

XVII. NOTICES. Except as otherwise provided, any notices required shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

XVIII. NO WAIVER. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

XIX. ACCEPTANCE BY RECIPIENT. This Agreement must be signed by the Chief Executive Officer and returned to and received by the Administrator prior to the disbursement of funds.

XX. ASSIGNMENT. Neither this Agreement or any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

XXI. FACSIMILE SIGNATURES. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

XXII. ETHICS/CONFLICT OF INTEREST. The Recipient, by signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.

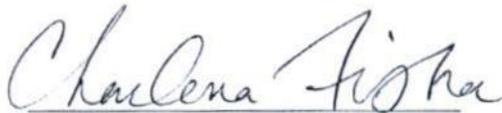
XIII. NON-DISCRIMINATION. Pursuant to Ohio Revised Code 125.111 Recipient agrees that Recipient and any person acting on behalf of Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement. Recipient further agrees that Recipient and any person acting on behalf of Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

XIV. COMPLIANCE WITH LAW. The Recipient, in expending the funds, agrees to comply with all applicable federal, State and local laws, rules, regulations and ordinances.

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All of the above is agreed to and understood by the parties signed below. This Agreement for Project No. **CT88X/CQ40X** is effective as of 08/01/2020.

RECIPIENT



Charlena Fisher, Mayor

Village of Amanda  
116 East Main Street  
P.O. Box 250  
Amanda, OH 43102

STATE OF OHIO  
OHIO SMALL GOVERNMENT CAPITAL  
IMPROVEMENTS PROGRAM



Linda S. Bailiff, Administrator

Ohio Public Works Commission  
65 East State Street, Suite 312  
Columbus, OH 43215-4213

## Appendix A

### Project Completion Schedule, Administration Designation, Description

- 1) *Project Schedule.* Construction must begin within one year of 08/01/2020. Construction is scheduled to begin 05/01/2021 with completion by 09/01/2021. The Recipient may make a written request for an extension of the date to initiate construction, specifying the reasons for the delay and providing new construction start and completion dates. Requests may be approved by the Administrator providing that the Project can be completed within a reasonable time frame.
- 2) *Project Administration Designation.* The Project Administration Designation required by Section V.A. of this Agreement is designated by the Recipient as follows:

Charlena Fisher, Mayor to act as the Project Chief Executive Officer;  
Carrie Ayers, Clerk to act as the Project Chief Fiscal Officer; and  
Alan Brown, Senior Project Manager to act as the Project Manager.

- 3) *Project Location & Description.* The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby described as follows:

*Location:* The project is located for the entire length of Kirby Avenue, Halderman, and Dunford Avenue.

*Description:* The project consists of full-depth pavement repairs, milling and resurfacing, 265 feet of 12-inch storm sewer, 2 catch basins, pavement markings, and curb ramp on Dunford Avenue. The total project length is 3,600 linear feet. See engineer's estimate in project application for approved bid items and quantities.

Appendix B

Local Subdivision Contribution, Disbursement Ratio,  
Project Financing and Expenses Scheme

1) *OPWC/Local Subdivision Participation Percentages*: For the sole and express purpose of financing/reimbursing costs of the Project, the estimated costs of which are set forth and described below, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of **21%** of the total Project Cost. The OPWC Participation Percentage shall be **79%** not to exceed **\$247,665**.

2) *Project Financing and Expenses Scheme*: The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project to consist of the following components:

a) PROJECT FINANCIAL RESOURCES:	
i) Local In-Kind Contributions	\$0
ii) Local Public Revenue	\$65,835
iii) Other Revenue:	
- ODOT/FHWA	\$0
- OEPA/OWDA	\$0
- CDBG	\$0
- USDA	\$0
- Other	\$0
 SUBTOTAL	 \$65,835
- Grant	\$173,365
- Loan	\$74,300
 SUBTOTAL	 \$247,665
 TOTAL FINANCIAL RESOURCES	 \$313,500
 b) PROJECT ESTIMATED COSTS:	
i) Engineering:	\$37,400
ii) Right-of-Way	\$0
iii) Construction	\$249,920
iv) Materials Purchased Directly	\$0
v) Permits, Advertising, Legal	\$1,200
vi) Construction Contingencies	\$24,980
 TOTAL ESTIMATED COSTS	 \$313,500

**Ohio Small Government Capital Improvements Program  
Disbursement Request Form and Certification**

Statement requesting the disbursement of funds from the Ohio Small Government Capital Improvements Program (OSGCIP) pursuant to Section V of the Project Agreement (the "Agreement") executed between the Administrator of the OSGCIP (the "Administrator") and Village of Amanda, Fairfield County (the "Recipient"), dated 08/01/2020, for the sole and express purpose of financing the Capital Improvement Project defined and described in Appendix A of the Agreement (the "Project") and named and numbered as CT88X/CQ40X.

**EXPENDITURES PROGRESS:**

	(1) AS PER AGREEMENT	(2) PRIOR DISBURSED	(3) AS PART OF THIS DRAW	(4) PAID TO DATE (Column 2 + 3)
A) Engineering	\$37,400.00	\$ _____	\$ _____	\$ _____
B) Right-of-Way	\$0.00	\$ _____	\$ _____	\$ _____
C) Construction	\$249,920.00	\$ _____	\$ _____	\$ _____
D) Materials Purchased Directly	\$0.00	\$ _____	\$ _____	\$ _____
E) Permits, Advertising, Legal	\$1,200.00	\$ _____	\$ _____	\$ _____
F) Construction Contingencies	\$24,980.00	\$ _____	\$ _____	\$ _____
G) Total Expenditures	\$313,500.00	\$ _____	\$ _____	\$ _____

**FINANCING PROGRESS:**

	(1) AS PER AGREEMENT	(2) PRIOR DISBURSED	(3) AS PART OF THIS DRAW	(4) PAID TO DATE (Column 2 + 3)
H) OPWC Funds	247,665	\$ _____	\$ _____	\$ _____
I) Local Share				
1) In-kind Contributions	\$0.00	\$ _____	\$ _____	\$ _____
2) Public Revenues	\$65,835.00	\$ _____	\$ _____	\$ _____
J) Other Revenue				
1) ODOT/FHWA	\$0.00	\$ _____	\$ _____	\$ _____
2) OEPA/OWDA	\$0.00	\$ _____	\$ _____	\$ _____
3) CDBG	\$0.00	\$ _____	\$ _____	\$ _____
4) USDA	\$0.00	\$ _____	\$ _____	\$ _____
5) Other	\$0.00	\$ _____	\$ _____	\$ _____
K) Total Local and Other Revenue	\$65,835.00	\$ _____	\$ _____	\$ _____
L) Total Financing (H+K)	\$313,500.00	\$ _____	\$ _____	\$ _____

[NOTE: Column totals for Line L must be equal to the column totals for Line G.]

Project Name: Village of Amanda  
Subdivision Name: Kirby, Halderman & Dunford Street Improvements  
OPWC Control No.: CT88X/CQ40X

Disbursement Form - Page 2  
Disbursement Request # \_\_\_\_\_

If this is a final request (to be marked on top of page 3) or if this disbursement uses the remainder of your assistance, your Project file will be closed upon processing this request. As described in Appendix B of the Project Agreement, your minimum Percentage Contribution is 21% of the total Project cost.

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**AUTHORIZED CERTIFICATIONS**

*Changes to Project officials must be submitted in writing.*

**PROJECT MANAGER CERTIFICATION:**

I hereby certify that the work items invoiced and included herein are exclusively associated with the Project, have been completed in a satisfactory manner, and are otherwise in accord with the terms and conditions of the Agreement. This request reflects Project completion at an estimated \_\_\_\_\_%.

I certify that the information under this Disbursement Request Form and Certification is true and accurate, and that the work has been completed in accordance with the terms of the Agreement, including payment of the applicable prevailing wage rates. By signing below, I certify that the material suppliers, contractors and subcontractors have been paid in full for work performed and materials supplied pursuant to this Request.

\_\_\_\_\_  
Alan Brown, Senior Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

**CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER CERTIFICATION:**

Pursuant to Section V. B. and V. C. of the Agreement, the undersigned Chief Executive Officer and Chief Fiscal Officer, as both are designated in Appendix A of the Agreement, hereby request the Director to disburse financial assistance moneys made available to Project in Appendix B of the Agreement (inclusive of any amendment thereto) to the payee as identified below in the amount so indicated which amount equals the product of the Disbursement Ratio and the dollar value of the attached cost documentation which was properly billed to the Recipient in exclusive connection with the performance of the Project. The undersigned further certify that:

- 1) Each item of Project cost documentation attached hereto is properly payable by the OSGCIP in accordance with the terms and conditions of the Agreement, and none of the items for which payment is requested has formed the basis of any payment heretofore made from the OSGCIP;
- 2) Each item for which payment is requested is or was necessary in connection with the performance of the Project;
- 3) In the event that any of the money disbursed to the Recipient pursuant to this request is to be used to pay Project costs based on an invoice submitted by a contractor of which the Recipient's share is yet to be paid, the Recipient shall expend such money to pay such contractor for the Project costs as soon as possible;
- 4) This statement and attachments hereto shall be conclusive as evidence of the facts and statements set forth herein and shall constitute full warrant, protection, and authority to the Director for any actions taken pursuant hereto; and
- 5) This document evidences the approval of the undersigned Chief Executive Officer and Chief Fiscal Officer of each payment hereby requested and authorized.

IN WITNESS WHEREOF, the undersigned have executed this Disbursement Request Form and Certification as of this 3 day of

Aug 20  
\_\_\_\_\_  
Carrie Ayers, Clerk

Charlena Fisher  
\_\_\_\_\_  
Charlena Fisher, Mayor

CFO Phone: \_\_\_\_\_

Subdivision Name: Village of Amanda  
Project Name: Kirby, Halderman & Dunford Street Improvements  
OPWC Control No.: CT88X/CQ40X

Disbursement Request # \_\_\_\_\_ /Indicate if Final

**CONTRACTOR/VENDOR PAYEE IDENTIFICATION:**

Set forth the appropriate portion(s) of this Disbursement Request amount (all or part of the amount from H (3)) that is to be paid to each of the contractors/vendors (or Subdivision) identified below, and as are supported through accompanying copies of invoices or other evidence of expense. All information must be provided.

1) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC ..... \$ \_\_\_\_\_  
PAYEE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_

2) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC ..... \$ \_\_\_\_\_  
PAYEE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_

3) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC ..... \$ \_\_\_\_\_  
PAYEE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_

4) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC ..... \$ \_\_\_\_\_  
PAYEE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_

5) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC ..... \$ \_\_\_\_\_  
PAYEE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_

OPWC Use Only  
Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Reviewed by: \_\_\_\_\_

## LOAN GUIDANCE

### **Notification of Disbursement Method Form**

Pursuant to the Project Agreement executed for this loan, there are two methods by which funds can be disbursed for construction costs. The first method is for the Commission to pay vendors directly. The second method is for the Commission to reimburse the subdivision after Project costs have been incurred and paid by the subdivision. For loans only, the Commission needs to be formally notified in advance as to which method the subdivision plans to utilize. Please refer to the enclosure entitled "Notification of Disbursement Method" and the accompanying "Instructions for Declaring Official Intent".

### **Promissory Note**

The Promissory Note is enclosed and is due back to the Commission within 45 days. The Chief Financial Officer is required to sign and email it to [OPWC.Loans@pwc.ohio.gov](mailto:OPWC.Loans@pwc.ohio.gov) with the Loan Number as the subject line. We will respond with a confirmation email. Please also make us aware of any billing name or address changes in that same email. Originals of the Promissory Note are not required. Disbursements will not be made on the Project until this has been returned to the Commission.

### **Amortization Schedule**

We do not provide an initial amortization schedule at the time of Project agreement release but maintain a "Loan Summary Spreadsheet" on our website on the Financial Tab under "Loans". Once your loan is put into billing an amortization schedule will be posted to the same website, with a copy mailed to the CFO the month following Project closeout.

### **Billing**

- The Commission does not mail invoices as they are maintained online. Postcard invoice notifications are mailed twice a year (the 15th of May and November) to direct loan recipients to our website to obtain invoices. Payments are due on the last business day in January and on July 1st.
- To sign up for electronic invoice notifications, visit our loan page on our website.
- The loan may be paid in full at any time without penalty.
- Should the Repayment Amount equal \$5,000 or less, it must be paid in two equal payments according to the billing cycle described above.
- We do not accept electronic funds transfers or lock box deposits.

### **Change in CFO**

Any change in CFO or the address must be communicated to the Commission in writing, pursuant to the Notice provisions in the Agreement.

### **Questions**

Call Abbey DeHart, Loan Officer, at 614.728.2466 or e-mail her at [abbey.dehart@pwc.ohio.gov](mailto:abbey.dehart@pwc.ohio.gov). Additional information is located on our website at [www.pwc.ohio.gov](http://www.pwc.ohio.gov).

Ohio Public Works Commission  
PROMISSORY NOTE

\$74,300  
August 01, 2020

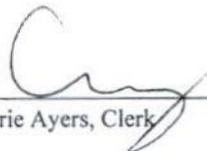
Village of Amanda  
CQ40X

FOR VALUE RECEIVED, the undersigned (the "Recipient") promises to pay to the order of the Ohio Public Works Commission (hereinafter the "Lender," which term shall include any holder hereof), at its office located at 65 E. State Street, Suite 312, Columbus, OH 43215, or at such other place as the holder hereof may designate in writing the principal sum of \$74,300 or so much thereof as shall be advanced by Lender and remain unpaid, together with all costs herein provided following Project completion and thereon until said amounts have been paid in full at a rate equal to 0% per annum.

Principal due under this Note shall be payable as follows. The first payment due shall be made on the last business day in January or the first day in July following the date of Project completion, whichever date first occurs. Thereafter, payments are due the last business day in January or the first day in July for the term of the loan. Principal shall be due and payable in equal consecutive semi-annual installments accordingly until maturity. Subject to adjustment as provided herein, the amount of each such semi-annual installment of principal shall be the amount which would fully amortize the unpaid principal balance of the indebtedness evidenced by this Note, such amortization to be based upon (i) an amortization period of 20 years commencing on the date of the first payment. The Recipient acknowledges that if the semi-annual payments set forth above do not fully amortize this Note, the payment due on the Maturity Date will be a final payment, consisting of the entire unpaid principal balance hereof.

If Recipient shall fail to make any payment when due, and the same is not corrected within 60 days, then the amount of such default shall bear interest thereafter at the rate of 8% per annum (the "Default Rate") from the date of the default until the date of the payment thereof, and the entire principal hereof then remaining unpaid, together with all charges, shall, at the Lender's option, become immediately due and payable and/or the Lender by and through its Director may, in the Director's sole and complete discretion and in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to pay the amount due from funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Section 5747.51 to 5747.53 of the Revised Code. The Lender may exercise this option to direct the county treasurer to pay the amount due from the local government fund without any notice or demand during any default by Recipient regardless of any prior forbearance. The lender shall be entitled to collect all costs incurred by the Lender in curing such default, including, but not limited to court costs and reasonable attorney fees from a suit brought to collect this Note. In addition, if the Lender exercises its option to direct the county treasurer to pay the amount due from the local government fund, the Lender shall be entitled to collect all reasonable costs and expenses of any efforts by the Lender to collect the amount due from the local government fund, including but not limited to reasonable attorneys' fees. Lender may, at its option, delay in or refrain from exercising some or all its rights and remedies without prejudice thereto and regardless of any prior forbearance.

This Note was executed in, **Fairfield** County, Ohio. The Recipient represents that it has received all the necessary approvals from its legislative or authorizing body to execute and deliver this Note to the Lender.

By:   
Carrie Ayers, Clerk

NOTIFICATION OF DISBURSEMENT METHOD

Village of Amanda  
Kirby, Halderman & Dunford Street Improvements

CQ40X  
\$74,300

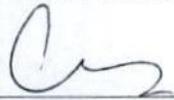
Please select the appropriate box below, sign, and return this form to the Commission by emailing the form to your program representative, Abbey DeHart, at [abbey.dehart@pwc.ohio.gov](mailto:abbey.dehart@pwc.ohio.gov).

If seeking reimbursement, this form must be accompanied by your Declaration of Official Intent as stated below.

YOU MUST CHECK ONE OF THE FOLLOWING BOXES:

**will not seek reimbursement** for construction costs related to the referenced Project. All requests for disbursements will be for the Commission to pay the vendor directly. In-kind and force account work will be a credit toward the local share.

**may need to seek reimbursement** for construction costs related to the referenced Project. A Declaration of Official Intent has been passed and is enclosed with this form.

  
\_\_\_\_\_  
Carrie Ayers, Clerk

Aug 3, 20  
\_\_\_\_\_  
Date

## LOAN PROJECT INSTRUCTIONS FOR DECLARING OFFICIAL INTENT

Due to tax regulations issued by the Internal Revenue Service, the Ohio Public Works Commission must follow guidelines relating to the disbursement of funds to local subdivisions who have received a loan. These regulations apply only when we are reimbursing the local subdivision for construction-related Project costs already incurred, including in-kind and force account work (not engineering or right-of-way).

If the local government does not plan to seek reimbursement for construction costs (meaning the Commission will pay all contractors directly) these regulations do not affect you. *If you are not seeking reimbursement, you only need to return the enclosed "Notification of Disbursement Method" to your Program Representative indicating this choice.* NOTE: If you elect to change your selection you must resubmit the form with an adopted Declaration of Official Intent as described below. You may only resubmit if you are within 60 days of the start of construction (see item 2. below).

If the local government plans to seek reimbursement for any Project construction costs, a "Declaration of Official Intent"(i.e. Resolution) must be adopted. Enclosed is a sample Resolution. *If you intend to seek reimbursement, you must return the enclosed "Notification of Disbursement Method" to your Program Representative indicating this choice AND your passed Resolution.*

The Resolution will allow the Commission and local subdivision to comply with the federal regulations pertaining to the proceeds of tax exempt debt, the funding source for your loan. The "Official Intent" means that at the time the local subdivision makes a payment for onstruction-related Project costs from its own funds, the local subdivision intends to seek reimbursement for those costs from us. Please note the following:

1. A Declaration of Official Intent is required only if the local subdivision is planning to seek reimbursement for Project costs already incurred and paid for by the local subdivision. Commission payments for in-kind and force account work is considered a reimbursement. If the local subdivision plans to have contractors paid directly, check the "will NOT seek reimbursement" box on the Notification of Disbursement Method form and return the form prior to starting work on the Project.
2. If seeking reimbursement, the Declaration must be adopted no later than 60 days after the date of construction-related Project costs for which the local subdivision will seek reimbursement.
3. Preliminary expenditures including engineering are not subject to the Resolution requirement.
4. Reimbursement by the Commission must occur within 18months after the latter of (A) the date the Project costs are paid by the local subdivision; or (B) the date the Project is placed in service or abandoned, but in no event more than three years after the Project costs are paid by the local subdivision.
5. Not following these procedures may prevent us from disbursing funds for your Project.
6. Complete the italicized sections on the Sample Resolution. A fillable pdf version is available on our website at [www.pwc.ohio.gov](http://www.pwc.ohio.gov). Section 2 requires the estimated maximum amount you expect to receive from us in the form of a reimbursement. If you think your disbursement process will be a mixture of reimbursements to the subdivision and payments directly to contractors, then pass the Resolution for the entire loan amount. You are then covered regardless of the mix of reimbursements and direct payments during the life of the Project.

SAMPLE RESOLUTION

3-2026

A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE VILLAGE OF AMANDA ON BEHALF OF THE STATE OF OHIO (THE BORROWER) TO REIMBURSE ITS Street Repairs & M. A. FUND FOR THE KIRBY, HALDERMAN & DUNFORD STREET IMPROVEMENTS, CQ40X WITH THE PROCEEDS OF TAX EXEMPT DEBT OF THE STATE OF OHIO.

BE IT RESOLVED by the Village of Amanda on behalf of the State of Ohio that:

- Section 1. The Village of Amanda reasonably expects to receive a reimbursement for the Project named Kirby, Halderman & Dunford Street Improvements as set forth in Appendix A of the Project Agreement with the proceeds of bonds to be issued by the State of Ohio.
- Section 2. The maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$74,300.
- Section 3. The Fiscal Officer of the Village of Amanda is hereby directed to file a copy of this Resolution with the Village of Amanda for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission.
- Section 4. The Village of Amanda finds and determines that all formal actions of this Village concerning and relating to the adoption of this Resolution were taken in an open meeting of the Village of Amanda and that all deliberations of this Village and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.
- Section 5. This Resolution shall be in full force and effect from and immediately upon its adoption.

Upon roll call on the adoption of the resolution, the vote was as follows:

Resolution adopted: Aug 3, 2020

The foregoing is a true and correct excerpt from the minutes of the meeting on Aug 3, 20 of the Village of Amanda, Fairfield County showing the adoption of the resolution herein above set forth.

Carrie Ayers  
Carrie Ayers, Clerk





65 East State Street, Suite 312, Columbus, Ohio 43215

<i>Commission Chair</i>	Sandra Tunnell	<i>Director</i>	Linda S. Bailiff
<i>Commissioners</i>	Kimberly Marshall Joy Padgett	Halle Jones Capers Randy Riley	Paul Oyaski

August 01, 2020

Carrie Ayers, Clerk  
Village of Amanda  
116 East Main Street  
P.O. Box 250  
Amanda, OH 43102

Re: Project No. CT88X/CQ40X

Dear Ms. Ayers:

The Village of Amanda's request for financial assistance has been approved for the Project entitled Kirby, Halderman & Dunford Street Improvements in the amount of \$247,665. The Project's Chief Executive Officer, Charlena Fisher, has been mailed the Agreement for review and execution. You may view the unexecuted Agreement on our website at [www.pwc.ohio.gov](http://www.pwc.ohio.gov).

As the Chief Fiscal Officer designated in the Project Agreement, your role in carrying out the Project is important. The following information on our website is available to assist you.

- Instructions for the completion of the Disbursement Request Form. This three-page form must always be signed by the three authorized representatives. If any of the representatives change we must be notified in writing, including the addition of designees or alternates. The disbursement process is also described in Section V of the Project Agreement entitled "Disbursements". Your local share of this Project is defined in Appendix B of the Agreement.
- Auditor of State Technical Bulletin 2002-04 explains the accounting methods to be used for Commission funded Projects.
- A link to the State of Ohio's Enterprise Identity Management System (OH|ID). Any vendor we pay directly must be registered.
- Sample "Payment Confirmation letter". A letter will be mailed to you for all disbursements made for this Project. Letters are mailed monthly about the third week for the prior month's activity. Review your letters and advise us of any errors or omissions.

In addition to the above website information we have enclosed various loan documents as follows: Loan Guidance, Instruction for Declaring Official Intent, Notification of Disbursement Method, and Sample Resolution. Also enclosed is the Promissory Note which you must sign and return to the OPWC Loan Officer, Abbey DeHart, at (614) 728-2466, or by email at [abbey.dehart@pwc.ohio.gov](mailto:abbey.dehart@pwc.ohio.gov).

08/01/2020

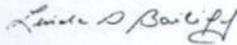
Page 2

For Projects administered by the Ohio Department of Transportation (ODOT) there is a separate disbursement relationship between the Commission and the ODOT. Our office provides the ODOT with the Project Agreement which the ODOT uses as a "letter of credit" in place of the Local Subdivision's actual cash payment or "escrow deposit". If your subdivision has already deposited funds to an escrow account with the ODOT, the ODOT will refund the amount of funds offset by the Commission to the Local Subdivision. If this project is an ODOT administered project (ODOT-Let) and ODOT funding is not indicated in the Project Agreement (Appendix B), notify us immediately.

To facilitate timely payments for this Project your vendors are encouraged to enroll for EFT. This program can reduce processing time by 2-3 business days in that disbursements are completed electronically to your vendor's bank account. The vendor may apply for EFT through OH|ID. Questions should be directed to OH|ID at 877/644-6771.

If you have questions, please contact your Program Representative, Abbey DeHart, at 614 728-2466, or by email at [abbey.dehart@pwc.ohio.gov](mailto:abbey.dehart@pwc.ohio.gov).

Respectfully,



Linda S. Bailiff  
Administrator

Enclosures (5)



65 East State Street, Suite 312, Columbus, Ohio 43215

*Commission Chair* Sandra Tunnell *Director* Linda S. Bailiff

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*Commissioners* Kimberly Marshall Halle Jones Capers Paul Oyaski  
Joy Padgett Randy Riley

August 01, 2020

Alan Brown, Senior Project Manager  
Village of Amanda  
59 Grant Street  
Newark, OH 43055

Re: Project No. CT88X/CQ40X

Dear Mr. Brown:

The Village of Amanda's request for financial assistance has been approved for the Project entitled Kirby, Halderman & Dunford Street Improvements in the amount of \$247,665. The Project's Chief Executive Officer, Charlena Fisher, has been mailed the Agreement for review and execution. You may view the unexecuted Agreement on our website at [www.pwc.ohio.gov](http://www.pwc.ohio.gov).

As the Project Manager designated in the Project Agreement, your role in carrying out the Project is important. Your sign off on the Disbursement Form indicates that the work has been performed and/or materials supplied for the Project, which is the basis for payment by the State of Ohio.

The following information is on our website to assist you:

- Contractual requirements for bid documents.
- In-Kind Contributions Allowable Costs - Information on how to document labor, equipment and materials.
- Instructions for the completion of the Disbursement Request Form. This three-page form must always contain signatures of the three authorized authorities. If any of the authorities change we must be notified in writing. The disbursement process is also described in Section V of the Project Agreement entitled "Disbursements". The local share of this Project is defined in Appendix B of the Agreement.
- A link to the State of Ohio's Enterprise Identity Management System (OH|ID). Any vendor we pay directly must be registered.
- Advisories

For Projects administered by the Ohio Department of Transportation (ODOT) there is a separate disbursement relationship between the Commission and the ODOT. Our office provides the ODOT with the Project Agreement which the ODOT uses as a "letter of credit" in place of the local subdivision's actual cash payment or "escrow deposit". If your subdivision has already deposited funds to an escrow account with the ODOT, the ODOT will refund the amount of funds offset by the Commission to the local subdivision.

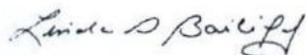
08/01/2020

Page 2

To facilitate timely payments for this Project your vendors are encouraged to enroll for EFT. This program can reduce processing time by 2-3 business days in that disbursements are completed electronically to your vendor's bank account. The vendor may apply for EFT through OH|ID. Questions should be directed to them at 877/644-6771.

If you have questions, please contact your Program Representative, Abbey DeHart, at 614 728-2466, or by email at [abbey.dehart@pwc.ohio.gov](mailto:abbey.dehart@pwc.ohio.gov).

Respectfully,



Linda S. Bailiff  
Administrator

R4-2020

September is Prostate Cancer Awareness and Education

Whereas, this year approximately 191,930 men will be diagnosed with prostate cancer in the United States alone every year and roughly 33,330 will die this year from the disease; and

Whereas, in Ohio an estimated 7,030 new cases of prostate cancer will be diagnosed and an estimated 1,200 deaths will occur in 2020; and

Whereas, Men with relatives – father, brother, son – with a history of prostate cancer are twice as likely to develop the disease; and

Whereas, Prostate cancer is the second leading cause of cancer death in American men, behind only lung cancer; and

Whereas, Men who served in the military who have been exposed to chemicals and herbicides are at a higher risk for developing prostate cancer; and

Whereas, 1 in 9 men are diagnosed with prostate cancer in his lifetime. African American men are at the highest risk for the disease with the rate of 1 in 6 and 2.2 times more likely to die from the disease; and

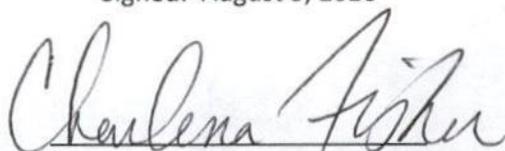
Whereas, Education regarding prostate cancer and early detection strategies is critical to saving lives, preserving, and protecting our families. The economic and social hardship it has on the families is huge; Prostate cancer is estimated to cost over \$8 billion in direct medical expenditures; and

Whereas, Nearly 3.1 million men in the U.S. Are living with a prostate cancer diagnosis; that number is estimated to climb to 4 million by 2024 as men in the baby boomer generation age; and

Whereas, all men are at risk of prostate cancer and we encourage the citizens of (city) to increase the importance of prostate screening.

Now therefore, the Village of Amanda is pleased to acknowledge the need for Prostrate Awareness and deems September 2020 to be Prostrate Cancer Awareness and Education Month

Signed: August 3, 2020



Mayor

RESOLUTION NO. RS-2020

**A RESOLUTION AUTHORIZING THE MAYOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION (OPWC) STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED**

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Village of Amanda is planning to make capital improvements to Leist Street, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW THEREFORE, BE IT RESOLVED by Village of Amanda:

Section 1: The Mayor, Charlena Fisher, is hereby authorized to apply to the OPWC for funds as described above.

Section 2: The Mayor, Charlena Fisher, is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Passed: Sept 14 @, 2020      Ayes: 6      Nays: 0

Motion: Tim Kirchgasner      Seconded: Red Martin

Attest: [Signature]      Charlena Fisher  
Fiscal Officer      Mayor

# GOVERNMENT PROCLAMATION

**WHEREAS:** September 17, 2020, is the two hundred and thirty-third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution Week,

**NOW, THEREFORE I, Charlena Fisher** by virtue of the authority vested in me as (Governor or Mayor) of the (State or City) of Amanda (in the State of) Ohio do hereby proclaim the week of September 17 through 23 as

## CONSTITUTION WEEK

**AND** ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the (State or City) to be affixed this 14th day of September of the year of our Lord two thousand 20

Charlena Fisher

SEAL attest [Signature]



R7-2020

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE FAIRFIELD COUNTY BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR**

(VILLAGE COUNCIL)  
ORC 5705.34-5705.35

The Council of the **Village Of Amanda**, Fairfield County, Ohio, met in Council session on the 14 day of Sept, 2020, at the office of the **Village Of Amanda** with the following members present:

- Dwayne Vanney
- Tim Kirchgessner
- Rod Martin
- Nicolas Root
- Holly Landis
- Tracy Thexton

**FILED**  
SEP 17 2020

*Jim A. ... Jr.*  
County Auditor, Fairfield County, Ohio

Holly Landis Moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1<sup>st</sup>, 2021; and

WHEREAS, The Budget Commission of Fairfield County, Ohio has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill limitation; therefore be it

RESOLVED, by the Council of the **Village Of Amanda**, Fairfield County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of the **Village Of Amanda** the rate of each tax necessary to be levied within and without the ten mill limitation as follows:



and be it further

RESOLVED, That the Clerk of this Council be and is hereby directed to certify a copy of this Resolution to the Auditor of Fairfield County.

Tracy Thexton

Seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

[Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_  
\_\_\_\_\_

Adopted the 11 Day of Sept, 2020.

Attest:

[Signature] \_\_\_\_\_  
President of Council  
Charlena Fisher \_\_\_\_\_  
Mayor

[Signature] \_\_\_\_\_  
Clerk of Council

**Village Of Amanda,**  
Fairfield County, Ohio

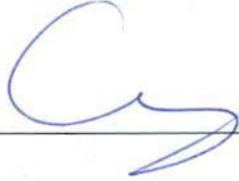
CERTIFICATE OF COPY  
ORIGINAL ON FILE

The State of Ohio, Fairfield County, ss.

I, Camee Ayer, Clerk of the Council of the Village Of Amanda, in Fairfield County, Ohio, and in whose custody the Files and Records of said Council are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original resoluto

\_\_\_\_\_ now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this 14 day of Sept, 2020.



\_\_\_\_\_  
Clerk of Council  
**Village Of Amanda,**  
Fairfield County, Ohio