

RESOLUTION NO. R6 2014

**A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF AMANDA TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT AGREEMENT ON BEHALF OF THE VILLAGE OF AMANDA FOR CONSTRUCTION OF A WATER TOWER REPLACEMENT AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN**

Whereas, the Village of Amanda, Fairfield County, Ohio needs to replace their water tower, their current tower is obsolete and beyond its useful life; and

Whereas; the Village of Amanda intends to apply for Water Supply Revolving Loan Account for the construction of said facilities; and

Whereas; the Ohio Water Supply Revolving Loan Account requires the government authority to pass legislation for application of the loan and the execution of an agreement as well as designating a dedicated repayment source; now therefore,

BE IT RESOLVED by the Council of the Village of Amanda, Ohio:

SECTION 1. The Mayor is hereby authorized to apply for a WSRLA loan, sign all documents for and enter into a Water Supply Revolving Loan Account Agreement with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for construction of the water tower replacement project on behalf of the Village of Amanda, Ohio.

SECTION 2. That the dedicated source of repayment will be user fees and the general fund if needed.

SECTION 3. This resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 11-3-14

  
Mayor

ATTEST:   
Fiscal Officer

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. R1-2015

Passed April 6, 2015

## Resolution to Honor Cole Genders for His Athletic Achievements

**Whereas** the Village of Amanda's Council Legislative Authority does hereby recognize Cole Genders for his Athletic Achievements.

**Whereas** Cole became the Division II State Champion in the 220 Lb. Weight Class for wrestling,

**Whereas** this title is the 1<sup>st</sup> State Championship in 19 years,

**Whereas** it is also only the 2<sup>nd</sup> in Amanda Clearcreek High School history,

**Whereas** Cole's senior year ended with an outstanding record of 49-2,

**Now Therefore Let IT Be Resolved;** By the Village Legislative Authority, Amanda, Ohio, Fairfield County that Cole Genders be honored for his wrestling advancement, for his dedication to his sport/school, and sincerely thanked for being a role model for the future generations.



Mayor Mark A. Moore

Vote Yes 4 No 0

Attest:



Carrie Ayers

Three reading requirement was waived/ not waived

Yeas 4 nays 0



Fiscal Officer

The undersigned, Fiscal Officer of the Legislative Authority, does hereby certify that the foregoing legislation was posted in not less than five (5) public places, as determined by the Legislative Authority, for a period of no less than (15) fifteen days prior to the effective date thereof.



Fiscal Officer

Resolution No. R2-2015

A RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR THE NEW WATER TANK PROJECT.

Whereas, on April 22, 2015 bids were received for the New Water Tank Project, and

Whereas, the Council wishes to tentatively award the contract to the recommended best bidder, contingent upon receipt of a WSLRA loan approval; and

Whereas, Said recommended best bid is as follows:

Mid Atlantic Storage Systems, Inc. for \$710,636.00

Whereas, It is the recommendation of IBI Group, Engineer, that the bid be awarded for said project as detailed above; and

Whereas, The Mayor shall be authorized to execute Notice of Award and Agreement for the contract as funds are secured, now

BE IT RESOLVED by the Village Council of Amanda, Amanda, Ohio:

SECTION 1. That Mark Moore, Mayor, be and is hereby authorized to sign all documents for and enter into agreement for the said contract for the construction of the New Water Tank Project on behalf of the Village Council of Amanda.

Passed: May 11<sup>th</sup>, 2015 after 1 reading. Vote: Yeas 6 Nays 0

Approved: Mark A. Moore

Attest: [Signature]

Offered by: Jim White

Seconded by: Mark Ames



Resolution: R3-2015

**RESOLUTION EXTENDING VILLAGE ENGINEER CONTRACT WITH IBI GROUP,  
SUCCESSOR TO M·E COMPANIES**

**WHEREAS**, The Village of Amanda is in need of a Village Engineer, for Professional Engineering services as the occasion may arise; and

**WHEREAS**, The Village of Amanda has an existing engineering Contract (dated June 6, 2011 and extended May 6, 2013) with IBI Group, successor to M·E Companies that is set to expire; and


**WHEREAS**, The Village of Amanda Council has met with a representative of IBI Group and wish to extend said engineering Contract for an additional two (2) years.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE OF AMANDA  
COUNCIL AS FOLLOWS:**

1. The attached Standard Terms, "Exhibit A", and Cost of Services Schedule, "Exhibit B", shall replace those originally accompanying the existing engineering Contract;
2. The Mayor and such other officers as may be required are hereby authorized and instructed to extend said existing engineering Contract with said terms stated therein;
3. This Resolution shall become effective the earliest date permitted by law.

Duly enacted this 1<sup>st</sup> day of June, 2015.

**VILLAGE OF AMANDA**

By:   
Mark Moore, Mayor

**ATTEST/SEAL:**



\_\_\_\_\_  
Fiscal Officer





## STANDARD TERMS-PROFESSIONAL SERVICES EXHIBIT A

Our Agreement with you consists of the accompanying letter or other authorization and these Standard Terms (the "Agreement").

### SECTION 1: OUR RESPONSIBILITIES

1.1 We will provide the professional services described in our written agreement with you ("Services"). In performing our Services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality as the project identified in the Agreement ("Project").

1.2 We will select means, methods, techniques, sequences, or procedures used in providing our Services. If you direct us to deviate from our chosen protocols, you agree to hold us harmless from all claims, damages, expenses and attorney's fees arising out of your direction.

1.3 We will acquire all licenses applicable to our professional engineering services and only licenses, permits and other governmental approvals, at your cost, as are specifically identified in the Agreement for the Project and if not so identified, you are responsible to obtain.

1.4 We will be available to meet with you and other parties at reasonable intervals to discuss the Project progress and information. We agree to make relative documents available to you and other parties participating in the Project provided you are current in your payment obligations to us.

1.5 Our estimates of our professional services, quantities or other costs will be based on the information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Should additional information become available at a later date, we reserve the right to modify our Scope of Services and fees accordingly.

1.6 Any Services provided by us that result from changes in or additions to the Scope of Services, extent or character of the Project, requests by other parties involved in the Projects or revisions to Services previously performed, when such revisions are not caused by errors on part of IBI Group, shall be considered "Additional Services."

1.7 Your confidential documents and information provided to us by you will be maintained in confidence for three (3) years from date of last services performed for the project except as required by law or by your authorization.

1.8 We will provide a health and safety program for our employees, but we will not be responsible for your contractor, job, or site health or safety unless we specifically accept that duty in writing.

1.9 Our duties do not include supervising your contractors or commenting on, supervising, or providing the means and method of their work unless we accept those duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our Services will

not relieve others of their responsibilities to you or to others.

1.10 We will have no duties or responsibilities other than those outlined in the Scope of Services or the Agreement and we make no other express warranties or any guarantees for our Services except as set forth in Section 1.1.

### SECTION 2: YOUR RESPONSIBILITIES

2.1 You agree to provide us access to the site of the Project, and to arrange for access to other property as required for us to provide our Services from the date this Agreement is executed through the completion of our Services.

2.2 You agree to promptly provide us with all your information, plans, changes in the plans, and any new information that may materially affect the delivery of our Services. You agree to hold us harmless from all claims, damages, losses, and related expenses involving information of which you had knowledge but did not timely call to our attention or correctly show on plans furnished to us.

2.3 You agree to provide us with emergency procedure information and to provide information as well as give us immediate notice regarding any hazardous substances/processes (whether known or suspected to exist) that we might encounter in providing our Services.

2.4 This Agreement and the Services we provide will not cause us to be an owner, operator, generator, transporter, treater, scorer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless from any threatened or actual claim or loss, including our attorney fees and costs.

2.5 Site remediation services may involve risk of cross contamination of previously uncontaminated air, soil, and water. If you are requesting that we provide services that include this risk and we specifically agree to accept this duty as your agent in a separate writing, you agree to hold us harmless and indemnify us from cross-contamination claims and damages, unless the loss is caused by our gross negligence.

2.6 You agree to respond promptly to requests for information and to make disclosures required by law. If we are required by law or legal process to make such disclosures, you agree to hold us harmless from all related claims and costs, including our attorney fees. We will give such advance notice of legal compulsion as is practical so that you may take steps to protect your interests.

### SECTION 3: REPORTS AND RECORDS

3.1 We will retain analytical data and financial data for three (3) years relating to the services performed unless otherwise agreed to in writing or required by law.

3.2 Monitoring wells are your property and you are



responsible for their permitting, maintenance and abandonment unless we accept that duty in writing. All samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials, at your direction.

3.3 Our reports, notes, calculations, and other written or electronic documents are instruments of our Service to you. Our reports may be used only for the purposes disclosed to us. You may not use or transfer our reports to others for a purpose for which they were not prepared without our prior written approval, which will not be unreasonably withheld.

3.4 If you do not pay for our Services as agreed, we may retain all reports and work not yet delivered to you and you agree to return all of our reports and other work products in your possession to us immediately upon written request.

#### SECTION 4: COMPENSATION

4.1 You agree to pay for Services as agreed upon or according to our then-current fee schedule if there is no other written agreement as to price. An estimated cost is not a firm figure unless stated as such.

4.2 You agree to pay for Additional Services that are billed separately and are in addition to the fees for the Scope of Services specified in our Agreement. Unless otherwise agreed upon, the fees will be based upon time expended at our then-current standard hourly rates plus expenses. Fee estimates to perform Additional Services can be provided in writing if requested by you.

4.3 You agree to pay all undisputed portions of invoices within 30 days of invoice date and agree to timely resolve any disputed invoice or Service with us.

4.4 You agree to pay all costs incurred by us for travel, lodging, postage, deliveries, application, submittal, and/or license fees paid for you, on behalf of the Project and these are due within thirty days after the date of invoice.

4.5 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our agreement in a form acceptable to us and we agree to extend credit to that person.

4.6 If we are delayed by factors beyond our control, or if the project conditions or the scope or amount of work change, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation.

#### SECTION 5: DISPUTES, DAMAGE, AND RISK ALLOCATION

5.1 Each of us will exercise good faith efforts to resolve disputes through mediation with a neutral third party mutually-agreed upon using the Construction Rules for Mediation established by the American Arbitration Association as a condition precedent to litigation. The law of the state in which the site of the Project is located will govern all disputes.

5.2 We will not be liable for any special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of

profits or revenue, loss of financing commitments or fees, or the cost of capital. None of our directors, officers, and employees shall be personally liable to you.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our Services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act or omission within 60 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 If you fail to pay us within the 90 days following the invoice date, we may consider the default of nonpayment to be a total breach of our Agreement and, at our option, we may terminate all of our duties without liability to you or to others.

#### SECTION 6: GENERAL INDEMNIFICATION

6.1 We will indemnify and hold you harmless from and against demands, damages, and expenses caused by our negligent acts and omissions, and those negligence acts and omissions, and breaches of persons for whom we are legally responsible.

6.2 To the extent that it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

#### SECTION 7: MISCELLANEOUS PROVISIONS

7.1 Each of us will provide a certificate or evidence of insurance to you upon request within five (5) business days. If you are providing construction or other services for others and not an end user, you agree to list us as an additional insured on your GCL policy or in the case of an architect or another design professional engineer, provide evidence of insurance on their E & O policy.

7.2 This Agreement is our entire agreement, and it supersedes all prior agreements. Only a writing signed by both of us making specific reference to the modified may modify it.

7.3 Neither of us will assign this Agreement without the prior written approval of the other.

7.4 A writing may terminate this Agreement. We will receive an equitable adjustment of our compensation if our Services are terminated prior to completion as well as our fees and expenses on the basis agreed upon through the effective date of termination.

7.5 We will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, religion, age, marital status, affection preference, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a specially disabled, Vietnam-era, or other eligible veteran. We will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Our actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.





WATER AND SEWER

COST OF SERVICES SCHEDULE - EXHIBIT B

HOURLY PERSONNEL RATES - EFFECTIVE JANUARY 1, 2015

<u>POSITION</u>	<u>RATE</u>		
Senior Principal (SPR)	\$200/hr.	Design Engineer III (DE3)	\$120/hr.
Project Director/Executive (PD)	\$175/hr.	Designer I (DES1)	\$80/hr.
Senior Technical Staff (STS)	\$170/hr.	Designer II (DESII)	\$95/hr.
Project Manager (PM)	\$150/hr.	Senior Administrative Staff (SRA)	\$75/hr.
Structural Engineer (SE)	\$120/hr.	Support Staff (SS)	\$58/hr.
Senior Structural Engineer (SSE)	\$140/hr.	CADD Operator (CADD)	\$55/hr.
Senior Project Engineer (SPE)	\$130/hr.	CADD Operator II (CADDII)	\$80/hr.
Senior Professional Staff (SPS)	\$110/hr.	Intern (INT)	\$51/hr.
Professional Staff (PS)	\$80/hr.	Professional Surveyor (PRS)	\$110/hr.
Construction Manager (CM)	\$90/hr.	Survey Crew - GPS Crew	\$165/hr.
Senior Construction Inspector (SCI)	\$75/hr.	Survey Crew - 3 Man Crew	\$150/hr.
Construction Inspector (CI)	\$60/hr.	Survey Crew - 2 Man Crew	\$125/hr.
Design Engineer I (DE1)	\$80/hr.	Crew Chief (CC)	\$75/hr.
Design Engineer II (DE2)	\$100/hr.	Instrument Operator (IO)	\$60/hr.

DIRECT REIMBURSABLE EXPENSES:

Direct reimbursable expenses are actual expenditures incurred by the consultant and associated employees in the interest of the project. These expenses are invoiced at actual cost plus 15% mark up.

TRAVEL AND SUBSISTENCE	Transportation and living expenses when traveling in connection with the project. (Mileage 57.5 cents/mile; \$70/per diem)
POSTAGE/DELIVERIES	FedEx, courier, postage, etc.
REPRODUCTIONS	Blueprinting and specifications.
PERMITS	Fees paid for securing approval of authorities having jurisdiction over the project.
OTHER	Other direct out-of-pocket expenses related to the project.
CONSTRUCTION STAKES	When staking for construction only -- included in fees for general survey work.

\* Our fees are reviewed semi-annually and are subject to change.



R3-2015

**EXCLUSIVE FRANCHISE FOR GARBAGE AND REFUSE COLLECTION**

1. The Mayor and appropriate officers of the Village of Amanda, Ohio, do hereby enter into an **exclusive contract** with Redi Grubby Disposal ("Hauler") for a period of ~~two~~ <sup>three</sup> (3) years from - April 1, 2015 - April 1, 2018

2. Said exclusive contract will be granted to the party as set forth above upon **the following terms and conditions:**

(a) For the purpose of this resolution and resulting exclusive contract, **the following terms, phrases, words and their derivations shall have the meaning given herein.** The word "shall" is always mandatory and not merely directory.

- (1) "Village" is the Village of Amanda, Ohio.
- (2) "Mayor" is the Mayor of the Village of Amanda, Ohio.
- (3) "Hauler" is any person, firm, partnership, organization of any kind licensed to collect rubbish and garbage in the Village of Amanda.
- (4) "Rubbish" material is hereby defined as all rejected waste matter accumulating in Village buildings, public or private schools, charitable institutions, dwelling houses, stores, hotels or other places of habitation and business in the Village and which shall include such matter as rags, straw, excelsior, pasteboard boxes, old clothes, shoes, rubbers and other scraps, burlap, discarded mattresses, carpets, matting, oil cloth, junk, scrap metals, broken glass, crockery, enameled ware, tin cans, cooking utensils, hardware, ashes, etc.
- (5) "Garbage" is putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

(b) **No person, firm, partnership, association, corporation, company, or organization of any kind shall engage in** hauling rubbish or garbage **for profit** within the Village except in accordance with the terms of this contract.

(c) **Hauler shall furnish** to the Mayor the name of each person in the employ of the hauler and a copy of a policy or policies of liability insurance issued to the hauler by a responsible insurance company, approved as to sufficiency by the Mayor and as to legality by the Solicitor, providing liability coverage against loss resulting from the operation of each vehicle to the extent of \$500,000 on account of injury or death per person, and \$100,000 for property damage caused by any one accident. Further, prior to executing this contract, hauler

promises and agrees to provide proof of workmen's compensation insurance and a copy of a valid collector's license issued by the Fairfield County Health Department.

- (d) Each truck used in the collection of rubbish or garbage **shall conspicuously display** the name of the hauler.
- (e) **Each hauler must offer and supply** service to any person, firm, partnership, association, corporation, company, organization within the Village who subscribes for and pays for said service, **unless** any of the above-stated parties should fail to abide by the regulations as set forth hereafter under subsection (f) and only after ten (10) days written notice to correct said violation and failure thereafter to correct.
- (f)
  - (1) Garbage and rubbish shall each be placed and maintained in separate containers.
  - (2) All rubbish shall be drained of liquid before being deposited for collection.
  - (3) Garbage containers shall be equipped with suitable handles and shall be watertight.
  - (4) Garbage containers shall not have a capacity larger than 35 gallons and shall be kept in a clean, neat and sanitary condition at all times.
  - (5) Ash containers shall be made of metal; ash and rubbish containers shall be of a kind suitable for collection purposes, and shall be of such weight that they can be handled by one (1) person.
  - (6) No person, firm, partnership, association, corporation, company, or organization shall submit hazardous waste for disposal.
- (g) Vehicles used by haulers shall be used and operated so as to prevent **offensive odors** escaping therefrom and rubbish or garbage from being **blown, dropped or spilled**.
- (h) No rubbish or garbage shall be deposited by the hauler **within the corporation limits of** the Village except at a place designated in writing by the Mayor.
- (i) A monthly collection shall be made of **bulky items**, such as but not limited to stoves, bed springs, couches, refrigerators, freezers, and air conditioners if freon is removed by certified dealers and tagged. These items shall be placed at the regular place where garbage and refuse is collected for the resident. This pick up shall be the first regular pick up day of each month.
- (j) The hauler shall collect garbage or refuse **between** 6:30 a.m. and 5:00 p.m.
- (k) The hauler shall not permit the parking of their trucks or equipment in any location within the Village for a period greater than **one (1) hour**.



- (l) The hauler at no additional charge to the Village or the residents of the Village shall provide free pick-up including bagged leaves, yard waste and branches no bigger than three (3) inches in diameter for up to two (2) one week periods designated by Council as "Clean Up Week".
- (m) **Hauler shall specify** the dates or days of the week when collection shall regularly occur.
- (n) Hauler shall pick up trash a **maximum of two** (2) days per week.
- (o) The fees for collection and disposal of garbage, rubbish and recyclable materials shall be as follows:
- (1) For a **single family** residential curb service: \$ 9.25 per month;
  - (2) For **senior citizen**, residential curb service: \$ 8.25 per month;
  - (3) back door \$ 10.00
  - (4) For **commercial** front load service: \$      below      per yard (which fee includes the container cost); 2yd \$ 30 , -4yd \$ 50 , -6yd \$ 75 , -8yd \$ 95
  - (5) **Compactor charges** shall be as follow: \$ 250.00 per haul; \$ 40.00 per ton; (plus equipment rent if applicable); rental --\$ none
  - (6) **Tote charge** \$ 2.00 per tote per month;
  - (7) All **Village properties** and locations shall be serviced free of charge; and this charge-free service shall also extend to the township fire house and the township firefighter's festival;
  - (8) The foregoing rates may be modified during the term of this agreement, but only in the event that the hauler incurs increased costs due to circumstances beyond its control, including, by way of example, but not by way of limitation, changes in local, state, or federal laws, regulations, taxes, fees, and surcharges.
- (p) This **exclusive** contract shall grant the rights and privileges herein contained exclusively to Red Grubby Disposal \*(hauler) during the period of said exclusive contract. In the event of any violation of the terms of said contract by said haulers, it may be canceled by the Council of said Village. By way of example, but not by way of limitation, the failure to provide prompt and courteous service to any and all customers at all times shall constitute breach of this agreement, and shall be grounds **within the discretion** of Village Council, for terminating this agreement summarily, however before this contract is terminated pursuant to this provision, Hauler shall be given reasonable notice and opportunity to cure such violation.



- (q) In the event that the haulers under said exclusive contract desire, by civil suit, to prohibit any other person, firm or corporation from conducting similar collections within the Village, the Village will participate in **such action** as is necessary, but at the sole expense of said haulers.
- (r) All rubbish, garbage and recycled materials shall be disposed of by the hauler at **hauler's sole expense**.
- (s) Hauler shall follow a **predetermined course** or route as mandated by the Village, in the process of collecting.
- (t) Any location which is **not serviced** upon the date for which collection was scheduled, whether by reason of oversight or other failure, shall be serviced within twenty-four (24) hours of when the failure is brought to the attention of the hauler; except that when collection day falls on a holiday, collection shall occur on the next business day. Holiday, for purposes of this provision shall mean: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day;
- (u) Hauler shall invoice the Village, directly and exclusively, for all services rendered pursuant to this agreement, and at no time shall invoice customers directly.

DATED: THIS 17 DAY OF MARCH, 2015

Grubby Sanitation LLC VILLAGE OF AMANDA, OHIO:  
(Hauler)

By: [Signature]  
President  
Title/Office

Thomas E Grubb  
Printed Name

[Signature]  
MAYOR

[Signature]  
FISCAL OFFICER

[Signature]  
VILLAGE ADMINISTRATOR



Approved to form:  
[Signature]  
Thomas James Corbin, Attorney at Law  
For the Village of Amanda, Ohio

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## Government proclamation

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From: **Ruano, Jennifer** (Jennifer.Ruano@nationwidechildrens.org)

Sent: Thu 3/12/15 10:05 PM

To: VillageofAmanda@hotmail.com  
(VillageofAmanda@hotmail.com)

Mayor Moore,

My name is Jennifer Ruano and I am the certified athletic trainer for the Amanda-Clearcreek High School student-athletes. The Aces have been fortunate enough to have a full-time athletic trainer for a second year now and an experience I have thoroughly enjoyed. As an athletic trainer in a high school my job is to provide medical care and coverage for every sport over all three seasons; from injury prevention to rehabilitation to concussion management I am always on the move. However, there are many individuals unfamiliar, or even completely unaware, of what my profession entails which is why the month of March is very important... It is National Athletic Training Month!

Every year we try and promote different aspects of our profession and this year our slogan is "We Prepare-We Perform!" Whether it is showing stretches to the track team to prevent muscle strains, attending clinical proficiencies to increase our knowledge and skills, or providing proper hydration for the football team during pre-season, we are always preparing. Keeping athletes on the playing field and performing at their highest potential is always the goal!

I come to you today to request an official government proclamation that March is National Athletic Training Month!

It would mean a great deal not only to myself but to all the other athletic trainers out there to see Amanda, Ohio advocates our profession. If you agree and have a scheduled meeting in March I would love to attend, otherwise you can send the proclamation to the address below.

I thank you for your time and look forward to hearing back from you.

Sincerely,  
Jennifer

**Jennifer Ruano, MS, ATC**

Nationwide Children's Hospital

Sports Medicine, Outreach Athletic Trainer

584 County Line Road West

Westerville, Ohio 43082

[jennifer.ruano@nationwidechildrens.org](mailto:jennifer.ruano@nationwidechildrens.org)

*Amanda-Clearcreek Schools*

*Head Athletic Trainer*





**Proclamation Recognizing March National Athletic Training Month**  
**A Proclamation of the Mayor of the Village of Amanda, Ohio**  
**To Recognize March as National Athletic Training Month**

Whereas, The Mayor and Council of the Village of Amanda would like to recognize the athletic training profession;

Whereas, with our continued support for "We've got your back" campaign we raise consciousness of the importance of athletic trainers;

Now Therefore, I Mayor Mark A. Moore, of the Village of Amanda, Ohio, Fairfield County, do hereby proclaim, that March 2015 National Athletic Training Month, that we identify the need for athletic trainers and honor them for their instrumental role in the health and wellness of our community, And do encourage all citizens to acknowledge and appreciate the contributions they give to the public,.



Mayor Mark A. Moore

3-17-2015

Date





## Proclamation Honoring Sue McMillen & the Amanda Roller Rink

A Proclamation of the Mayor of the Village of Amanda, Ohio  
To Honor Sue McMillen (Amanda Roller Rink)

Whereas, The Mayor and Council of the Village of Amanda would like to recognize the Sue McMillen and the Amanda Roller Rink

Whereas, We would like to remember those who support us in the Village of Amanda who give and keep giving. Sue is the first person to ask if the village needs anything for community events and doesn't hesitate to give;

Whereas, Our community depends on the generosity of community members like Sue McMillen, which relies on donations of time, money, gift certificates, and prizes for community and holiday events;

Now Therefore, I Mayor Mark A. Moore, of the Village of Amanda, Ohio, Fairfield County, do hereby proclaim/recognize Sue McMillen and the Amanda Roller Rink. I encourage all citizens to thank her for her noble support.

Mayor Mark A. Moore

11-11-2015

Date





RESOLUTION No. 04 2015  
ADOPTED: 9-14-15

A RESOLUTION AUTHORIZING THE MAYOR AND/OR DESIGNEE TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE ALL NECESSARY AND REQUIRED DOCUMENTS/AGREEMENTS

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 planning to make capital improvements to the capital improvements to the, Main and Oak Street Improvements Project, 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 THE COUNCIL OF THE VILLAGE OF AMANDA, OHIO: THAT

SECTION 1: Council for the Village of Amanda hereby authorizes and directs the Mayor or his designee to apply to the OPWC for funds as described herein and above.

SECTION 2: Council for the Village of Amanda hereby authorizes and directs the Mayor or his designee to complete all necessary forms and enter into any agreements as may be necessary, appropriate, and required for obtaining this financial assistance.

Passed by: Council this 14 day of September 2015.

First Reading: \_\_\_\_\_

Second Reading: waived

Third Reading: waived

James White president  
Mark A. Moore, Mayor Pro Temp

September 14, 2015

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

Dear OPWC:

I, Clerk/Treasurer of the Village of Amanda, hereby certify that the Village of Amanda has the amount of \$21,050.00 in the \_\_\_\_\_ fund and that this amount will be used to pay the local share for the Main & Oak Street Improvements Project when it is required.

I, Clerk/Treasurer of the Village of Amanda hereby certify that Village of Amanda has/ will have/ will collect the amount of \$99,988.00 in the \_\_\_\_\_ account and that this amount will be used to repay the SCIP or RLP loan requested for the Main & Oak Street Improvements Project over 10 years.

Carrie Ayers  
Name

Clerk/Treasurer  
Title

  
Signature



## 6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.
- A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.
- A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.
- A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.
- Farmland Preservation Review - The Governor's Executive Order 98-IV, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.
- Capital Improvements Report, CIR Required by O.R.C. Chapter 164.06 on standard form.
- Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

## 7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

**Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.**

Mark A. Moore, Mayor

Certifying Representative (Printed form, Type or Print Name and Title)

James W White      President Pro Temp  
Original Signature / Date Signed

R5-2015

**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, 2015, at the office of the Village Of Amanda with the following members present:

- Jim White <sup>Pres</sup> <sub>Pro</sub> Acting Mayor
- Sarah Hendley
- Jennifer Dodson
- Mark Ames
- Tim Kirchgasser
- Danny Wharton

**FILED**  
SEP 16 2015

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

Tim Kirchgasser 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>, 2016; 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:



**SCHEDULE A**  
**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY THE FAIRFIELD COUNTY BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	Amount to be derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
Type	Column I	Column II	Column III	Column IV
A General Fund/Current Expense		\$23,900	2.4	
E Road Improvement	\$29,900			3.0
<b>TOTAL</b>	<b>29,900</b>	<b>23,900</b>	<b>2.40</b>	<b>3.00</b>

**SCHEDULE B**  
**LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

FUND	Maximum Rate Authorized to be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
<b>GENERAL FUND:</b>		
<b>SPECIAL LEVY FUNDS:</b>		
1 Road Improvement Levy authorized by voters on 11/2/2010 for a period not to exceed 5 years. Expires Tax Year 2015: Last Collected 2016	3.00	29,900

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.

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

Scott Herdberg \_\_\_\_\_  
Jill Dodson \_\_\_\_\_  
Daniel C. Wharton \_\_\_\_\_  
Mark \_\_\_\_\_  
[Signature] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adopted the 14 Day of Sept, 2015.

Attest:

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
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, Carrie 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 Copy

\_\_\_\_\_ 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, 2015.



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

R-5-2015

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, 2015, at the office of the Village Of Amanda with the following members present:

FILED
SEP 16 2015

County Auditor, Fairfield County, Ohio

- Jim White - Pres Pro Acty Mrs
Sarah Hendley
Jennifer Dodson
Mark Ames
Tim Kirchgasner
Danny Wherton

Tim Kirchgasner 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 1st, 2016; 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:



**SCHEDULE A**  
**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY THE FAIRFIELD COUNTY BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	Amount to be derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
Type	Column I	Column II	Column III	Column IV
A General Fund/Current Expense		\$23,900	2.4	
E Road Improvement	\$29,900			3.0
<b>TOTAL</b>	29,900	23,900	2.40	3.00

**SCHEDULE B**  
**LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

FUND	Maximum Rate Authorized to be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
<b>GENERAL FUND:</b>		
<b>SPECIAL LEVY FUNDS:</b>		
1 Road Improvement Levy authorized by voters on 11/2/2010 for a period not to exceed 5 years. Expires Tax Year 2015: Last Collected 2016	3.00	29,900

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.

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

Sam Hensley,  
Jennifer Dodson,  
Daniel C. Wharton,  
M. D.,  
Paul A. [unclear],  
\_\_\_\_\_,  
\_\_\_\_\_.

Adopted the 14 Day of Sept, 2015.

Attest:

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
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, Cecilia Ayers, 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 Copy

\_\_\_\_\_ 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, 2015.

Cs

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

R1-2016  
Passed 5-19-2016  
Special Meeting.

**RESOLUTION AUTHORIZING PARTICIPATION  
IN THE ODOT WINTER CONTRACT (018-17) FOR ROAD SALT**

**WHEREAS**, the Village of Amanda (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-17) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of 100 tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of October 1, 2016 through March 31, 2017; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Wednesday, June 1, 2016. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

**NOW, THEREFORE**, be it ordained by the following authorized person(s) that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract:

<u>Rahsl Martin</u>	(Authorized Signature)	<u>5-19-16</u>	Approval Date
_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date

**THIS RESOLUTION MUST BE UPLOADED TO THE WINTER SALT PARTICIPATION WEBSITE  
BY NO LATER THAN FRIDAY, MAY 27, 2016.**

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.



RESOLUTION R2-2016

RESOLUTION AUTHORIZING INVITATION OF BIDS FOR THE MAIN AND OAK STREET IMPROVEMENTS PROJECT

WHEREAS, the Village of Amanda desires to undertake improvements to Main and Oak streets within the Village and

WHEREAS, it is deemed in the best interests of the Village of Amanda and requirements of the funding agency that such improvements to the Main and Oak streets be obtained through the invitation of public bids.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Amanda, that the invitation, instructions and specifications for the Main and Oak Street Improvements Project are hereby authorized, and that the Clerk shall further publish such Invitation for Bids in accordance with the Bid Documents forthwith upon the adoption hereof.

Passed: June 9, 2016 after 1 reading. Vote: Yeas 5 Nays 0

Approved: 

Attest: 

Offered by: Jennife Dodson

Seconded by: Tim Kirchgessner

**VILLAGE OF AMANDA  
MAIN AND OAK STREET IMPROVEMENTS  
LEGAL NOTICE- INVITATION TO BID**

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Separate sealed Bids will be received for furnishing all labor, materials and equipment necessary to complete a project known as Main and Oak Street Improvements at the Village of Amanda, 116 East Main Street, P.O. Box 250, Amanda, OH 43102 until 11:00 A.M. local time on Thursday, July 7, 2016, and at said time and place, publicly opened and read aloud. Bids may be mailed or delivered in advance to the public opening at the above address.

The work under this Contract consists of milling and resurfacing of Main and Oak streets located within the Village.

Bid Documents that include all bid sheets, plans, specifications, and any addenda can be obtained from IBI Group (the "Engineer"), 5085 Tile Plant Road, New Lexington, Ohio 43764 (phone 740-342-6695) with a non-refundable payment of \$70.00 per set. Checks should be made payable to IBI Group. Bid Documents will also be on file in the plan room of the F.W. Dodge Corporation, Builders' Exchange, and the Village Office.

Each Bidder is required to furnish with its submission of the fully completed Bid Documents, a Bid Security in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form (Bid Guarantee and Contract and Performance Bond as provided in Section 153.57.1 of the Ohio Revised Code), must be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. Those Bidders that elect to submit bid guaranty in the form of a certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code and in accordance with Section 153.54 (C) of the Ohio Revised Code. Any such letter of credit shall be revocable only at the option of the beneficiary Owner. The amount of the certified check, cashier's check or letter of credit shall be equal to ten (10) percent of the Bid and the Successful Bidder will be required to submit a bond in the form provided in 153.57 of the Ohio Revised Code in conjunction with the execution of the Contract.

Each proposal must contain the full name of the party or parties submitting the Bidding Documents and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The Owner intends that this Project be completed no later than the time period as set forth in Article 4 of the Standard Form of Agreement Between Owner and Contractor on the Basis of a Stipulated Price.

Each Bidder must insure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, national origin, handicap, ancestry, or age.

All contractors and subcontractors involved with the project shall to the extent practicable, use Ohio products, materials, services and labor in the implementation of their project. DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 143.011 OF THE (OHIO) REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE (OHIO) REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.

Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Fairfield County, Ohio as determined by the Ohio Bureau of Employment Services, Wage and Hour Division.

The Engineer's estimate for the Project is \$328,000.

Village of Amanda reserves the right to waive any informalities or irregularities, reject any or all bids, or to increase or decrease or omit any item or times and/or award the bid to the lowest and best bidder.

By order of Village of Amanda, 116 East Main Street, Amanda, Ohio, County of Fairfield, the 6th day of June, 2016.

Publish: 06-10-16 week 1  
06-17-16 week 2



R3-2016

RESOLUTION

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 REPAIR AND MAINT. FUND FOR THE MAIN/OAK ST IMPROVEMENTS 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 MAIN/OAK 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 \$99,988
- Section 3. The Clerk 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: July 11, 2016

The foregoing is a true and correct excerpt from the minutes of the meeting on July 11, 20 of the VILLAGE OF AMANDA of FAIRFIELD COUNTY showing the adoption of the resolution hereinabove set forth.

Clerk,   
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resolution No. R4-2016

A RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR THE MAIN AND OAK STREET IMPROVEMENTS PROJECT.

Whereas, on July 7, 2016 three bids were received for the Main and Oak Street Improvements Project, and

Whereas, the Council wishes to award the Contract to the recommended best bidder; and

Whereas, Said recommended best bid is as follows:

Nuko Paving, Inc. from Jackson, Ohio for \$324,149.00

Whereas, It is the recommendation of IBI Group, Engineer, that the bid be awarded for said project as detailed above; and


Whereas, The Mayor shall be authorized to execute Notice of Award and Agreement for the contract as funds are secured, now

BE IT RESOLVED by the Village Council of Amanda, Amanda, Ohio:

SECTION 1. That Mark Moore, Mayor, be and is hereby authorized to sign all documents for and enter into agreement for the said contract for the construction of the Main and Oak Street Improvements Project on behalf of the Village Council of Amanda.

Passed: July 11<sup>th</sup>, 2016 after 1 reading. Vote: Yeas 6 Nays 0

Approved: 

Attest: 

Offered by: Jim White

Seconded by: Frank McCafferty



# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc. Form No. 20045

Resolution No. R5-2016

Passed 8-1 2016

## RESOLUTION TO CONSIDER ALTERNATIVES TO PROVIDING UTILITY SERVICE TO PROPOSED FAIRFIELD MEDICAL CENTER


**Whereas** the Fairfield Medical Center has indicated a willingness to erect a medical facility in the area, and will require access to village utilities in order to do so; and

**Whereas** the village legislative authorities, in the interests of public health, and for the good of the community in general, desire to encourage the construction of such a facility;

### Now Therefore Be It Resolved:

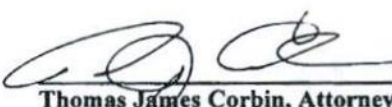
**That** the village legal counsel is instructed to review two alternative approaches to the matter: one, to extend utility service **beyond village limits**; and two, to consider **annexation** of the subject premises to the village.

**That** said legal counsel shall prepare and submit in a timely manner a written memorandum explaining the legalities of the aforesaid alternative approaches.

  
\_\_\_\_\_  
Mayor Mark Moore

VOTE: Yes 4 No 0

ATTEST:  
  
\_\_\_\_\_  
Carrie Ayers, Fiscal Officer

Approved as to form:  
  
\_\_\_\_\_  
Thomas James Corbin, Attorney at Law

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. RG-2016

Passed 8-1, 2016

## RESOLUTION TO CONSIDER ALTERNATIVES TO PROVIDING UTILITY SERVICE TO PROPOSED FAIRFIELD MEDICAL CENTER

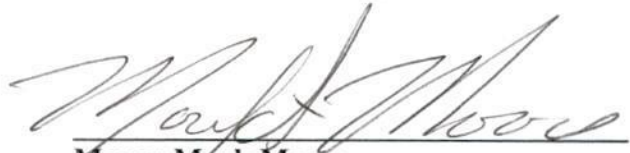
**Whereas** the Fairfield Medical Center has indicated a willingness to erect a medical facility in the area, and will require access to village utilities in order to do so; and

**Whereas** the village legislative authorities, in the interests of public health, and for the good of the community in general, desire to encourage the construction of such a facility;

### Now Therefore Be It Resolved:

**That** the village legal counsel is instructed to review two alternative approaches to the matter: one, to extend utility service **beyond village limits**; and two, to consider **annexation** of the subject premises to the village.

**That** said legal counsel shall prepare and submit in a timely manner a written memorandum explaining the legalities of the aforesaid alternative approaches.

  
\_\_\_\_\_  
Mayor Mark Moore

VOTE: Yes 4 No 0

### ATTEST:

  
\_\_\_\_\_  
Carrie Ayers, Fiscal Officer

Approved as to form:

  
\_\_\_\_\_  
Thomas James Corbin, Attorney at Law



RESOLUTION NO. R 7-2016

A RESOLUTION AUTHORIZING **VILLAGE OF AMANDA** TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE ALL NECESSARY DOCUMENTS 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 **Church Street Improvements**, 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 **Council of the Village of Amanda:**

Section 1: **Council for the Village of Amanda** hereby authorizes and directs the Mayor to apply to the OPWC for funds as described above.

Section 2: **Council for the Village of Amanda** hereby authorizes and direct the Mayor to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Passed: Council this 12 day of SEP 2016.

  
\_\_\_\_\_  
Mark A. Moore, Mayor

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

RS-2010

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 12 day of Sept, 2016, at the office  
of the **Village Of Amanda** with the following members present:

Tim Kirchgessner Pres Pro  
Danny Wharton  
Jim White  
Sarah Henderly  
Frank McCafferty  
Jennife Dodson

Jim White 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>, 2017; 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:



SCHEDULE A  
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY THE FAIRFIELD  
COUNTY BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to be derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
Type	Column I	Column II	Column III	Column IV
<b>A</b> General Fund/Current Expense		\$24,000	2.4	
<b>TOTAL</b>	0	24,000	2.40	0.00

SCHEDULE B  
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
<b>GENERAL FUND:</b>		
<b>SPECIAL LEVY FUNDS:</b>		

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.

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

SEXTON  
Jim White  
Jennifer Dodson  
Raniel C. Wharton  
Frank W. McAfferty

Adopted the 12 Day of Sept, 2016.

Attest:



President of Council



Clerk of Council

Village Of Amanda,  
Fairfield County, Ohio

Mayor



CERTIFICATE OF COPY  
ORIGINAL ON FILE

The State of Ohio, Fairfield County, ss.

I, Carm Ayen, 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 resolute

\_\_\_\_\_ 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 13 day of Sept, 2016.

\_\_\_\_\_  


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

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. R9-2016

Passed 11-7, 2016

## SECOND AMENDED RESOLUTION AUTHORIZING THE EXTENSION OF UTILITY LINES TO THE PROPOSED SITE OF A NEW FAIRFIELD MEDICAL CENTER FACILITY

**Whereas** the Fairfield Medical Center has expressed interest in building a medical facility in close proximity to the village; and

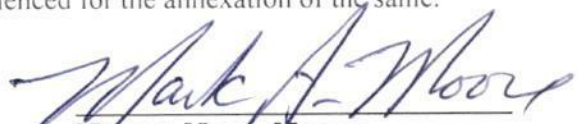
**Whereas** the said Medical Center desires to connect the subject premises to the village utility service; and

**Whereas** the village council, in the interest of the health and safety of its village residents wishes to cooperate to the end that said facility is constructed, and medical services to residents are made more readily accessible.

### NOW THEREFORE BE IT RESOLVED BY THE VILLAGE OF AMANDA:

- 1.) **That** the village will extend **sewer and water service** to the said proposed site, situated within \_\_\_\_\_ feet of the present village corporate limit;
- 2.) **That** said extension is contingent upon terms of an agreement yet to be made, but by which terms the cost and expense incurred in the process of extending said line(s) is to be borne by the property owner requesting the extensions; the said extension is to meet village specifications; and the utilities, when completed, are to be owned and operated by the village.
- 3.) **That** said agreement shall also contain a provision whereby the said Medical Center **irrevocably consents** to the annexation of the subject premises to the Village of Amanda at any time that any proceedings are commenced for the annexation of the same.

Date Passed: 11-7-16

  
Mayor Mark Moore

Vote: Yes 4 ; No 0

Attest:

  
Carrie Ayers, fiscal Officer

The three reading requirements was waived/not waived: Yes 4 ; No 0

  
Carrie Ayers, fiscal Officer

Approved as to form:

  
Thomas James Corbin, Attorney at Law



**RESOLUTION AUTHORIZING PARTICIPATION  
IN THE ODOT WINTER CONTRACT (018-18) FOR ROAD SALT**

**WHEREAS**, the Village of Amanda, Amanda, Ohio, Fairfield County) (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-18) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of 50 tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of October 1, 2017 through April 30, 2018; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Thursday, June 1, 2017. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

**NOW, THEREFORE**, be it ordained by the following authorized person(s) that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract:

*Mark A. Moor* (Authorized Signature) 5-1-2017 Approval Date  
*Ralph Martin* (Authorized Signature) 5-1-2017 Approval Date  
 \_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date  
 \_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date  
 \_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date

**THIS RESOLUTION MUST BE UPLOADED TO THE WINTER SALT PARTICIPATION WEBSITE  
BY NO LATER THAN WEDNESDAY, MAY 10, 2017.**

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. R2-2017 Passed 5-1, 2017

## RESOLUTION REGARDING PARK IMPROVEMENTS VILLAGE OF AMANDA

**Whereas**, a park within the village was in need of rehabilitation and improvement; and

**Whereas**, the village legislative authority has heretofore undertaken to make improvements within said park; and


**Whereas**, the village was eligible for public works improvement funds; and

**Whereas**, the village must demonstrate substantial compliance with the requirements of said public works program;

**Now it is hereby resolved:**

**That** the Village Council does hereby approve and **ratify** all action heretofore taken by the mayor, village administrator, the fiscal officer, and any and all other agents of the village in furtherance of the project whereby the aforesaid park was rehabilitated, upgraded, and improved, including applications made in furtherance of obtaining public funds from ODNR, Nature Works, or similar agencies;

**That** this resolution shall be duly posted in five (5) of the most public places in the municipal corporation as determined by the legislative authority for a period of not less than fifteen (15) days, and the clerk/fiscal officer shall make a certificate as to such posting

  
Mayor Mark Moore

VOTE:

Yes 4 No 0

ATTEST:

  
Carrie Ayers, Fiscal Officer

The Three-Reading Requirement was waived/not waived:

Yes 4 No 0

Fiscal Officer: 

Approved as to form:

  
Thomas James Corbin, Attorney at Law

The undersigned, Fiscal Officer of the legislative authority, does hereby certify that the foregoing legislation was posted in not less than five (5) public places, as determined by the legislative authority, for a period of not less than fifteen (15) days prior to the effective date thereof.

  
Fiscal Officer



Resolution R4-2017



July 3, 2017

Mr. Mark Moore, Mayor  
Village of Amanda  
116 E. Main Street  
Amanda, Ohio 43102

RE: Proposal for Civil Engineering and Land Surveying Services  
2017-2019 General Engineering Services Contract | AMD002

Dear Mayor Moore,

Jobs Henderson & Associates, Inc. (JHA) is pleased to provide this General Engineering Services Contract for Civil Engineering and Land Surveying Services as needed by the Village of Amanda (village).

The village would like to contract JHA to provide a variety of civil engineering services on an on-call, as-needed basis. JHA will serve as the Village Engineer and provide responsive services to the village. Such services may include the following:

### Scope of Services

- I. Prepare and deliver necessary general information, recommendations and reports, and preliminary cost estimates for proposed improvement projects with the information to be used for preparation of the village's management plan, capital improvement plan, and also the annual budget.
- II. Coordinate all aspects of capital improvement projects, from concept to completion. These projects include those funded solely by the village and those that are jointly funded by the State or other entities. Work will include, but not be limited to the following:
  - A. Preliminary plans and design criteria for a project
  - B. Detailed engineering surveys as necessary to prepare detailed plans
  - C. Preparation and submittal of applications and plans to various governmental agencies (e.g. OPWC, CDBG, EPA, ODOT, Army Corps, etc.)
  - D. Detailed plans, specifications, proposals, and cost estimates for a project
  - E. Identification of all necessary construction easements and/or right of way dedications
  - F. Bid document preparation and assistance in review and selection of contractor(s)
  - G. Consultation on reading of plans and specifications and changes under consideration as construction proceeds, including attendance at such meetings as may be required
  - H. Inspections of contractor's work, as needed, to ensure that construction is consistent with plans and specifications
- III. Research and application preparation for grants to conduct capital improvement projects.
- IV. Study and review of storm water, water, and sanitary sewer management issues and prepare preliminary and final design.
- V. Construction plan review for any of the following related to various development projects: Storm Sewer Construction, Storm Water Management, Soil Erosion and Sediment Control, Street and Sidewalk Construction, Site Grading, Water, and Sanitary. Provide review comments, compliance with standard specifications and village regulations, and recommendations regarding proposed developments/improvements.
- VI. Village Code requirement review and assistance as they relate to developments/improvements.



- VII. Preparation of construction standards and specifications including standard details for the following improvements to be constructed by private developments: Storm Sewers, Stormwater Management, Street and Sidewalk Construction, Water Systems, and Wastewater Systems.
- VIII. Traffic count, field data, and general traffic information collection and compilation.
- IX. Base map updates, including streets, lots, zoning, and utilities.
- X. Attendance at monthly council meetings and presentation of monthly reports, as requested.

Jobes Henderson & Associates, Inc. will provide the above services on an hourly basis, according to the attached rate table. Services will be invoiced monthly. Depending on each service requested, a negotiated fixed price or hourly not-to-exceed price may also be prepared at the village's request. All permit fees are the responsibility of the owner and shall be paid by the owner directly to the agency requiring the fee. All work will be performed in accordance to the attached Terms and Conditions dated December 2016, which are a part of this proposal.

By the signing of this agreement the undersigned takes full responsibility for the payment of the fee. This responsibility cannot be assigned to a third party without the written approval of JHA. The above fee is due and payable upon completion of the work and/or percent of completion on a monthly basis and is not contingent on real estate closings, transfer of property, or any other outside (third party) agreements.

Working with JHA on your projects will provide an understanding of the project issues as demonstrated in our scope of services, a timely and accurate completion of the work, and overall value to your project stemming from our commitment to providing quality, personalized service to you. Kindly sign and return one of the originals of the proposal to our office.

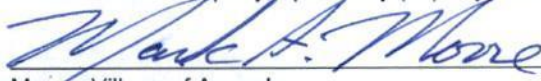
Sincerely,  
Jobes Henderson & Associates, Inc.



Alan Brown, P.E.  
Senior Project Manager

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We accept the above proposal for professional engineering and/or land surveying services. The term of the General Engineering Services Contract will be two (2) years commencing on 3 day of July, 2017 and concluding on 3 day of July, 2019. The Contract may be extended or renegotiated at the conclusion date above by Resolution of Council or other agreed upon terms. The Contract may be terminated, at the discretion of either party, upon thirty (30) days written notice.

  
\_\_\_\_\_  
Mayor, Village of Amanda

  
\_\_\_\_\_  
Clerk, Village of Amanda



Jobs Henderson & Associates, Inc.  
General Rate Schedule  
Effective: March 15, 2017

Engineer 1 .....	\$85.00/hr.
Engineer 2 .....	\$90.00/hr.
Engineer 3 .....	\$100.00/hr.
Engineer 4 .....	\$115.00/hr.
Engineer 5 .....	\$125.00/hr.
Engineer 6 .....	\$140.00/hr.
Engineer 7 .....	\$150.00/hr.
Engineer 8 .....	\$175.00/hr.
Civil Designer 1 .....	\$85.00/hr.
Civil Designer 2 .....	\$90.00/hr.
Civil Designer 3 .....	\$100.00/hr.
Civil Designer 4 .....	\$110.00/hr.
Civil Designer 5 .....	\$125.00/hr.
Civil Designer 6 .....	\$140.00/hr.
Civil Designer 7 .....	\$150.00/hr.
Surveyor 1 .....	\$85.00/hr.
Surveyor 2 .....	\$90.00/hr.
Surveyor 3 .....	\$100.00/hr.
Surveyor 4 .....	\$115.00/hr.
Surveyor 5 .....	\$125.00/hr.
Surveyor 6 .....	\$140.00/hr.
Surveyor 7 .....	\$150.00/hr.
Survey Crew Chief .....	\$80.00/hr.
Survey Crew Member .....	\$60.00/hr.
1 Man Survey Crew w/ Robotic GPS .....	\$140.00/hr.
Technician 1 .....	\$45.00/hr.
Technician 2 .....	\$65.00/hr.
Technician 3 .....	\$70.00/hr.
Technician 4 .....	\$80.00/hr.
Technician 5 .....	\$85.00/hr.
Environmental Scientist I .....	\$85.00/hr.
Scientist II .....	\$95.00/hr.
Construction Inspector .....	\$72.00/hr.
CPESC Inspector .....	\$100.00/hr.
Clerical .....	\$40.00/hr.
Administrative I .....	\$55.00/hr.
Administrative II .....	\$80.00/hr.
Marketing Coordinator .....	\$45.00/hr.
Marketing Director .....	\$100.00/hr.
Intern .....	\$45.00/hr.



**JOBES HENDERSON & ASSOCIATES, INC.  
TERMS & CONDITIONS  
December 2016**

1. SCOPE OF SERVICES

JOBES HENDERSON & ASSOCIATES, INC. and HULL & ASSOCIATES, INC., its parent company, hereinafter called "JHA" shall perform the services defined in this proposal and shall invoice the client at the unit prices or fixed fee as specified in this proposal. JHA shall provide additional services under this agreement as requested by the CLIENT and shall invoice the CLIENT for those additional services at the rates or revised fee as indicated by the proposal. It is understood that the nature and scope of the services set forth in the proposal and the rate or fee agreed upon for performing such services is based upon information provided by the CLIENT. If unexpected site conditions are encountered which increase the cost of JHA's work beyond that contemplated in the accepted proposal or if such conditions require additional services beyond the defined scope of work, JHA will make a reasonable effort to promptly contact the CLIENT. Additional work beyond that contained in the accepted proposal shall be performed by JHA only upon authorization by the CLIENT, and the CLIENT'S agreement to compensate JHA at its accepted rate for such additional work.

2. RIGHT OF ACCESS

Free right-of-access shall be granted to the personnel of JHA and its subcontractors. Exploration equipment and/or JHA company vehicles may unavoidably disturb, alter or damage the existing vegetation and terrain at the site. JHA and its subcontractors will take reasonable precautions to limit possible damage, but shall not be liable for such damage and will accept no responsibility to restore the site to its original condition. Conditions unless specific arrangements and reimbursement are contractually agreed upon prior to the initiation of our fieldwork.

3. UTILITIES

It is possible that utility lines may exist in the area of the proposed project. The CLIENT shall provide data which the CLIENT reasonably believes to be accurate as to the location of all underground pipes, cables, conduits, tanks or structures. JHA is not responsible for damaging underground utilities or other man-made objects that were not called to JHA's attention or which were not properly located on plans furnished to JHA.

4. CONSTRUCTION MONITORING

Construction monitoring shall consist of visual observation or equipment of construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such monitoring shall not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the construction contract. Specifically, monitoring shall not require JHA to assume responsibilities for the means and methods of construction. Construction monitoring shall not be a part of this contract, unless specifically stated in the scope of services.

5. CONSTRUCTION KEY

It is understood and agreed the JHA has no constructive use of the Owner's site; has no control or authority over the means, methods, and sequences of construction; and therefore has no ongoing responsibility whatsoever for construction safety, beyond it own personnel.

6. COMPUTER AIDED DRAFTING AND DESIGN LIMITATIONS

Electronic data and drawing files, submitted as part of this agreement are compatible only with AutoCAD Civil 3D and/or Microstation; operating on an IBM-Compatible PC using Windows XP. JHA makes no representation as to the compatibility of these files beyond the specified release of the above mentioned software. Hard copies are submitted to CLIENT, to review for a 7-day acceptance period. During this period, the CLIENT may review and examine these plans and any errors detected during this time will be corrected by JHA as part of the scope of services of this agreement. Any changes requested after the acceptance period will be considered additional services to be performed on a unit rate basis, at the JHA standard hourly rate schedule.

7. CONSTRUCTION COST AND TIME ESTIMATES

JHA is not a construction cost estimator or construction contractor. JHA's opinion of probable construction cost will be based solely upon its own experience and familiarity with the construction industry. JHA is required to make a number of assumptions as to specific site conditions, methods of construction and market conditions over which JHA has no control. JHA does not guarantee that proposals, bids, or construction costs will not vary from opinions of probable cost prepared under this agreement.

8. PERMITS AND APPROVALS

When identified in the Scope of Services, JHA shall assist the CLIENT in applying for and obtaining permits and approvals typically required by law for projects similar to the one for which JHA's services are being engaged. Jobes Henderson & Associates, Inc. will follow the guidelines set forth by the various agencies and shall make any technical corrections to the plans that are the fault of Jobes Henderson & Associates, Inc. without cost to the client on lump sum contracts only. Assistance in applying for permit applications by JHA does not guarantee approval of the permits by the jurisdictional regulatory authorities. Payment for the services outlined in the scope of services is not contingent upon the client permit approval. This assistance shall also not extend to the preparation of research studies, special documentation, special tests, development and delivery of testimony, or any other action which may be required to obtain regulatory approval. These services shall be compensated for as additional services. The costs of all such permits shall be paid by the client.

9. LIMITATION OF LIABILITY

JHA's total aggregate liability to CLIENT, its shareholders, directors, officers, employees and agents, and any subcontractors of CLIENTS, arising from JHA's acts, errors or omissions, shall not exceed the amount of the current Errors and Omission Policy by JHA. JHA cannot take any responsibility for the adequacy of its design, specifications or design recommendations unless its work includes construction monitoring necessary to determine whether or not the work is in substantial compliance with design specifications or design recommendations. In no event shall JHA be responsible for any special, incidental, consequential or penal losses or damages arising from any act or omission of JHA under this agreement.

10. OWNERSHIP OF DOCUMENTS



CLIENT acknowledges JHA's reports, plans specifications, field data, field notes, calculations, and estimates including electronic media, are instruments of professional service, not products. These documents are and shall remain the sole and exclusive property of JHA. The CLIENT agrees to hold-harmless and indemnify JHA against all claims arising out of any reuse of these documents without written authorization of JHA.

JHA reserves the right to remove all indication of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by JHA in CADD form only for information and use by the CLIENT for the specific purpose for which JHA was engaged. Said materials shall not be used by CLIENT, or transferred to another party, for use in other projects, additions to current project, or any other purpose for which the material was not strictly intended by JHA without JHA's express written permission. Any unauthorized modification or reuse of materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold JHA harmless from all claims, arising out of the unauthorized modification or use of these materials.

#### 11. STANDARD OF CARE

JHA will strive to perform its services consistent with current professional standards for consultants undertaking similar projects under like circumstances. JHA makes no other warranty, express or implied, concerning any report, data, operation or document provided to CLIENT by JHA under this Agreement, or concerning the site or the presence of any hazardous substance thereon, and shall not be responsible for consequential or incidental damages sustained by any party in connection therewith.

#### 12. PAYMENT

**RETAINER.** Unless other arrangements have been specified in this Agreement, the CLIENT shall make an initial payment of a minimum of 10% of the total fees for services (retainer) upon execution of this Agreement. This retainer shall be held by JHA and applied against the final invoice.

**PAYMENT DUE.** The CLIENT will be invoiced monthly, and at the end of the project, for services and expenses. Invoices will be due and payable upon receipt. If payment in full is not received by JHA within thirty (30) calendar days of the due date, invoices shall bear interest at one and one half (1.5) percent (18% per annum) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

JHA also reserves the right to terminate its services for failure of CLIENT to make payments in accordance with the provisions of this Agreement (any project whose invoices exceed forty-five (45) days past due until payment is received.) The CLIENT'S obligation to pay for Services contracted in this agreement is in no way dependent upon the CLIENT'S ability to obtain financing, payment, approval of governmental or regulatory agencies, or upon the CLIENT'S successful completion of the Project. JHA reserves the right to retain possession of CLIENT'S documents until payment is made in accordance with the terms of this Agreement. No retainage of payment for services performed by JHA is to be held by CLIENT.

**COLLECTION COSTS.** If the CLIENT fails to make payments when due and JHA incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to JHA. Collection costs shall include, without limitation, legal fees, collection agency fees, and expenses, court costs, collection bonds and reasonable JHA staff costs at standard billing rates for JHA's time spent in efforts to collect. This obligation of the CLIENT to pay JHA's collection costs shall survive the term of this agreement or any earlier termination by either party.

**PAYMENT TO SUBCONSULTANTS.** The Subconsultant shall submit invoices monthly to JHA, who shall review them promptly. JHA shall either approve these invoices or notify the Subconsultant of any invoices not approved. JHA and the Subconsultant shall confer and attempt to resolve such disputed invoices. JHA acts as the CLIENT's agent and not the subconsultant's.

JHA shall promptly invoice the CLIENT for the Subconsultant's service in accordance with the billing terms of JHA's agreement with the CLIENT and shall use reasonable and diligent efforts to collect payment from the CLIENT. JHA shall pay the Subconsultant within 30 calendar days after receiving payment from the CLIENT. When JHA receives payment for the subconsultant's fees, JHA shall pay the Subconsultant for all undisputed invoices within a reasonable period of time after the completion of the Subconsultant's services under this agreement. JHA acts as a conduit with regard to any payments made to subconsultants.

**SET-OFFS, BACKCHARGES, DISCOUNTS.** Payment of invoices shall not be subject to any discount or set-offs by the CLIENT, unless agreed to in writing by JHA. Payment to JHA for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

**DISPUTED INVOICE.** If the client objects to any portion of an invoice, the CLIENT shall notify JHA in writing within thirty (30) calendar days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in JHA's favor and shall be calculated on the unpaid balance from the due date of the invoice.

This proposal is good for ninety (90) days from the date of this proposal. After this time Jobs Henderson and Associates, Inc., reserves the right to revise our rates. Unless otherwise specified in writing JHA will send invoices to the address and individual listed at the top of this proposal.

#### 13. SATISFACTION WITH SERVICES

PAYMENT of any invoice by the CLIENT to JHA shall be taken to mean that the CLIENT is satisfied with our services to the date of payment and is not aware of any deficiencies in those services.

#### 14. INSURANCE



If the owner wishes to be named as an additional insured on a primary and noncontributory basis you must notify us in advance and it will be done at the owner's expense.

15. CONFIDENTIALITY

JHA agrees to maintain the confidentiality of the work performed under this agreement, and shall not disclose any such information to any party other than the CLIENT without the express written or oral authorization of CLIENT.

16. DELAY AND FORCE MAJEURE

In the event that JHA's work is interrupted due to unusual or unanticipated causes outside of its control, JHA shall be compensated for the additional labor, equipment, and other costs associated with maintaining its work force and equipment availability during such interruption, or at the option of the CLIENT, for such similar charges that are to be incurred by JHA for shutting down the project and subsequent re-start up costs.

Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of GOD, or other events beyond control or either party which could not have been reasonably foreseen or prevented. Such acts or events shall include unusual weather, floods, epidemics, war riots, strikes, lockouts, protest demonstrations, unanticipated site conditions and instability. Any delay within the scope of this provision which cumulatively exceeds 45 days shall, at the option of either party, make the Agreement subject to termination or renegotiation.

17. SUSPENSION OF SERVICES

If the CLIENT fails to make payments when due or otherwise is in breach of this agreement, JHA may suspend performance of services upon seven (7) calendar day's notice to the CLIENT. JHA shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon payment in full by the CLIENT, JHA shall resume services under this agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for JHA to resume performance.

18. TERMINATION

Either the CLIENT or JHA may terminate this agreement for reasons identified elsewhere in this agreement. In the event termination becomes necessary, the party effecting the termination shall so notify the other party in writing, and termination shall become effective within seven calendar days after receipt of the termination notice. The CLIENT shall be obligated pursuant to the terms of the agreement for all services performed by JHA on the CLIENT's behalf. In the event of termination by CLIENT, JHA may complete and be compensated for such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination.

19. DISPUTE RESOLUTION

All claims, disputes and other matters in controversy between JHA and CLIENT arising out of this Agreement shall be submitted to mediation before and as a condition precedent to other remedies provided by law.

20. NOTICES

Any notice to be given under this Agreement shall be in writing and shall be deemed given and received when delivered in person, deposited in the

United States Mail, or by Courier, to the responsible project manager under this agreement at the appropriate address for JHA or CLIENT as appropriate.

21. APPLICABLE LAW

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

22. SEVERABILITY

If any provision of this Agreement shall to any extent be invalid, the remainder of this Agreement shall be valid and enforced to the fullest extent permitted by law.

23. AMENDMENT

This Agreement may not be amended except in a writing executed by both JHA and CLIENT. No alterations or modifications to these Terms & Conditions shall be effective unless affirmatively contained in the signed proposal.

24. AS-BUILT DRAWINGS

Any "as-built" drawing or record drawing has been prepared based upon information in part by others. While this information is believed to be reliable, Jobs Henderson and Associates, Inc. cannot assure its accuracy, and is thus not responsible for the accuracy of this record drawing or for any error or omission, which may have been incorporated into it as a result. Those relying on this record drawing are advised to obtain independent verification of its accuracy before applying it for any purpose.

25. DEFINITIONS

Claims or "liability" as referred to in this document shall include damages, liability for injury or loss, cost of defense and all other losses.

"Certify" means to state or declare a professional opinion of condition whose true properties cannot be known at the time such certification was made, despite appropriate professional evaluation. A Jobs Henderson and Associates, Inc.'s certification of conditions in no way relieves any other party from meeting requirements imposed by contract or other means, including commonly accepted industry practices.

Construction "monitoring", "inspection", or "supervision" shall consist of visual observation of construction and the equipment and materials used therein, to permit Jobs Henderson and Associates, Inc. to render a professional opinion as to the contractor's conformance with Jobs Henderson and Associates, Inc.'s recommendations, plans or specifications. Given the limitation of such inspections, the opinions shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary or contractual responsibilities and obligations.



RS-2017

**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 11 day of Sept, 2017, at the office of the **Village Of Amanda** with the following members present:

Jim White  
Rodney Martin  
Danny Wharton  
Frank McCafferty  
Tim Kirchgessner

Tim Kirchgessner 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>, 2018; 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:

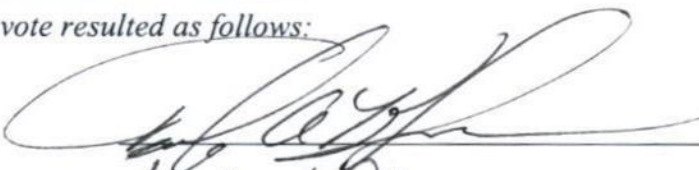




and be it further

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.

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

 \_\_\_\_\_  
Frank McCafferty \_\_\_\_\_  
Alvin C. Wharton \_\_\_\_\_  
Rodney L. Moore \_\_\_\_\_  
Jim White \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adopted the 11 Day of Sept, 2017.

Attest:

 \_\_\_\_\_  
President of Council

 \_\_\_\_\_  
Mayor

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

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

**CERTIFICATE OF COPY**  
ORIGINAL ON FILE

*The State of Ohio, Fairfield County, ss.*

I, Carme Meyer, 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 Res. 141.

\_\_\_\_\_ 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 11 day of Sept, 2017.

\_\_\_\_\_  
*Carme Meyer*

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



RESOLUTION NO. B6-2017

**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 Lutz Avenue, 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, Mark A. Moore, is hereby authorized to apply to the OPWC for funds as described above.

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

Passed: Sept 11, 2017      Ayes: 5      Nays: 0

Motion: Jim White      Seconded: Danny Wherton

Attest: [Signature]      Mark A. Moore  
Fiscal Officer      Mayor, Mark A. Moore

Adoption Resolution

STATE OF OHIO

VILLAGE OF AMANDA

RESOLUTION NUMBER:

17-2017

A RESOLUTION OF THE VILLAGE OF AMANDA ADOPTING THE  
2016 FAIRFIELD COUNTY NATURAL HAZARDS MITIGATION PLAN

WHEREAS the Village of Amanda recognizes the threat that natural hazards pose to people and property within (local community name); and

WHEREAS the Village of Amanda has prepared a multi hazard mitigation goals and actions to reduce or eliminate long term risk to people and property in (local community name) from the impacts of future hazards and disasters; and

WHEREAS the Fairfield County 2017 Natural Hazards Mitigation Plan, identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Village of Amanda from the impacts of future hazards and disasters; and

WHEREAS the adoption by the Village of Amanda demonstrates to the hazard mitigation and achieving the goals outlined in the (title and date of mitigation plan);

NOW THEREFORE, BE IT RESOLVED BY THE Village of Amanda, OHIO, THAT;

Section 1, the Village of Amanda adopts the Fairfield County 2016 Natural Hazards Mitigation Plan.

ADOPTED by a vote of 5 in favor and 0 against, and 0 abstaining; this 2 day of

Oct, 2017.

By: Mark A Moore 10-2-2017 (print name)

ATTEST:

By: Carrie Ayers (print name)

APPROVED AS TO FORM:

By: Mark A Moore 10-2-2017 (print name)



1-2018

5-7-2018

**RESOLUTION AUTHORIZING PARTICIPATION  
IN THE ODOT WINTER CONTRACT (018-19) FOR ROAD SALT**

**WHEREAS**, the Village of Amanda, Fairfield County, Ohio hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-19) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of 100 tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of September 1, 2018 through April 30, 2019; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Thursday, June 1, 2018. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

**NOW, THEREFORE**, be it ordained by the following authorized person(s) that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract:

*Wanda Alton Mayer* (Authorized Signature) 5-7-18 Approval Date

*Ralph Martin* (Authorized Signature) 5-7-18 Approval Date

\_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date

\_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date

\_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date

**THIS RESOLUTION MUST BE UPLOADED TO THE WINTER SALT PARTICIPATION WEBSITE  
BY NO LATER THAN WEDNESDAY, MAY 18, 2018.**

**PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.**

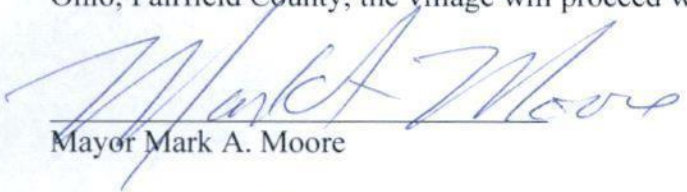
R2-2018

**RESOLUTION TO GO OUT FOR BIDS**

WHEREAS the village of Amanda's Legislative Authority desires to proceed with bids;

WHEREAS the bids are for the Lutz St Project;

NOW THEREFORE LET IT IS RESOLVED; by the Village Legislative Authority, Amanda, Ohio, Fairfield County, the village will proceed with bids with approval from OPWC.

  
\_\_\_\_\_  
Mayor Mark A. Moore

Vote: 5 yes 0 no

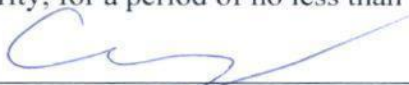
  
\_\_\_\_\_  
Carrie Ayers Fiscal Officer

The three reading requirement was waived/not waived:

Yeas 5 nays 0

Fiscal Officer \_\_\_\_\_

The undersigned fiscal officer of the Legislative Authority, does hereby certify that the foregoing legislation was posted in not less than five (5) public places, as determined by the Legislative Authority, for a period of no less than (15) fifteen days prior to the effective date thereof.

  
\_\_\_\_\_  
Carrie Ayers Fiscal Officer





May 23, 2018

Mr. Mark Moore, Mayor  
Village of Amanda  
116 E. Main Street  
Amanda, Ohio 43102

RE: Addendum for Additional Engineering Services | Bidding and Construction Administration  
Lutz Avenue Improvements | AMD005

Dear Mayor,

Congratulations on receiving funding for this project. Jobes Henderson & Associates, Inc. (JHA) is pleased to provide this addendum for Additional Engineering services for your Lutz Avenue Improvements project. This Addendum includes Bidding and Construction Administration services that were excluded from the original agreement dated March 8, 2018 and executed March 12, 2018.

JHA will proceed with the services immediately upon execution of this Addendum. JHA proposes the following additional scope of services:

### Scope of Services

---

I. **Project Bidding**

JHA shall compile and sell bid documents for the Lutz Avenue Improvements project. JHA shall respond to RFIs, issue addenda, attend the bid opening, review submitted bids for compliance, and recommend award to the village. This proposal is valid for one (1) round of bidding services.

II. **Construction Administration**

Services for this item estimates one hundred, twenty (120) days of construction during a single construction season, with approximately three (3) draw requests. Should circumstances cause delays or extensions beyond this timeframe, JHA can provide continuing services as additional services. Construction Administration includes:

- A. Prepare construction contracts for approval and use by the village
- B. Coordinate and attend the pre-construction meeting
- C. Review shop drawing submittals and coordinate subsequent approval with the village
- D. Attend and co-analyze problem(s) that arise on the project and proposals submitted by the Contractor and work to resolve such issues, and process the necessary paperwork
- E. Final Walk Through with a report of any corrective items for the contractor

Jobes Henderson & Associates, Inc. will provide the above services for a lump sum fee of **\$14,300 (Fourteen Thousand, Three Hundred Dollars)**. All permit fees are the responsibility of the owner and shall be paid by the owner directly to the agency requiring the fee.

**Exclusions from Scope of Work**

- Daily Construction Inspection
- Construction Stakeout
- Record Drawings
- Wage Interviews

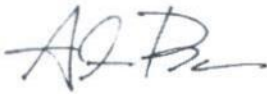
All work will be performed in accordance to the Terms and Conditions as part of the original agreement. All other conditions of the original agreement remain in effect.

By the signing of this Addendum the undersigned takes full responsibility for the payment of the fee. This responsibility cannot be assigned to a third party without the written approval of JHA. The above fee is due and payable upon completion of the work and/or percent of completion on a monthly basis and is not contingent on any outside (third party) agreements.

Kindly sign and return one of the originals of the Addendum to our office, and we will provide you with responsive action adding it to our current workload schedule immediately.

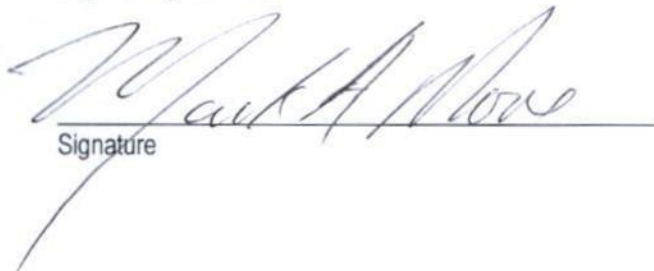
Sincerely,

**Jobes Henderson & Associates, Inc.**



Alan Brown, P.E.  
Senior Project Manager

We accept, on this 4 day of Jun, 2018, the above proposal for professional engineering services.



Signature



~~SAMPLE~~ RESOLUTION R3-2018

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 Village of Amanda FOR THE Lutz St Project 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 Lutz St 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 68,539.00
- Section 3. The Clerk 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: 8-6, 2018

The foregoing is a true and correct excerpt from the minutes of the meeting on 8-6-18, 2018 of the Village of Amanda of Fairfield County showing the adoption of the resolution hereinabove set forth.

Clerk,   
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

R4-2018

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 10 day of Sept, 2018, at the office of the Village Of Amanda with the following members present:

Jim White  
Red Martin  
Daniel Wharton  
Tom Kuchersom

Jim White 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>, 2019; 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.

Tim Kitcheson

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

Jimmy White \_\_\_\_\_  
Robert [unclear] \_\_\_\_\_  
Henry C. Wharton \_\_\_\_\_  
[Signature] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adopted the 10 Day of Sept, 2018.

Attest:

[Signature]

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

[Signature]

President of Council

[Signature]

Mayor



CERTIFICATE OF COPY  
ORIGINAL ON FILE

The State of Ohio, Fairfield County, ss.

I, Carrie Dent, 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 lesw\*

\_\_\_\_\_ 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 16 day of Sept, 2018.

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

RS-2018

RESOLUTION

IN THE MATTER OF: Update of the District Solid Waste Management Plan

WHEREAS the Policy Committee resolved to approve the updated solid waste management plan on June 22, 2018, and,

WHEREAS it is our best judgment that the update will benefit the solid waste district by implementing additional waste reduction programs, and,

WHEREAS public hearings were held in all four counties of the district to provide public input to this update and the Policy Committee has considered this input,

NOW THEREFORE BE IT RESOLVED BY the Council of Village of Amherst, County of Fairfield, State of Ohio:

1. The updated solid waste management plan as presented to this council shall be ratified for submittal to the Ohio EPA for their approval.
2. The clerk of this legislative authority is hereby authorized and directed to mail or otherwise deliver promptly a certified copy of this resolution to the Policy Committee.

DATE PASSED: 9-10-18

ATTEST: [Signature]  
Clerk of Council

[Signature]  
Mayor

DATE FILED WITH MAYOR: 9-10-18

DATE APPROVED BY MAYOR: 9-10-18

FORM APPROVED: ✓



RESOLUTION NO. 06-2018

**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 <sup>School St</sup> ~~Lutz Avenue~~, 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, Mark A. Moore, is hereby authorized to apply to the OPWC for funds as described above.

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

Passed: Sept 10, 2018 Ayes: 4 Nays: 0

Motion: J. m. White

Seconded: Tim Kirchgassner

Attest: [Signature]  
Fiscal Officer

[Signature]  
Mayor, Mark A. Moore

## GOVERNMENT PROCLAMATION

*WHEREAS:* September 17, 2018, is the two hundred and thirtieth-first 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, Mayor Mark A Moore* by virtue of the authority vested in me as (Governor or Mayor) of the (State or City) of Village 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 10 day of September of the year of our Lord two thousand 18

Signed Mark A Moore SEAL attest \_\_\_\_\_





RESOLUTION NO. R7-2018

**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 School 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, Mark A. Moore, is hereby authorized to apply to the OPWC for funds as described above.

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

Passed: 10-1, 2018      Ayes: 5 Nays: 0

Motion: J. White

Seconded: Danny Wharton

Attest: [Signature]  
Fiscal Officer

[Signature]  
Mayor, Mark A. Moore

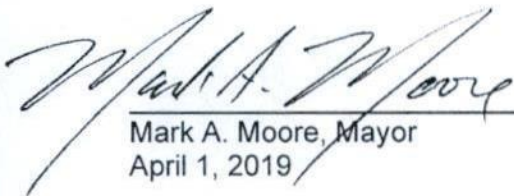
Resolution # 2019-1

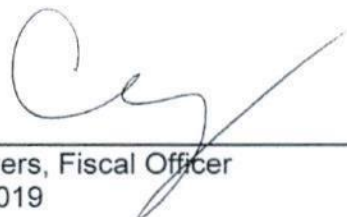
Whereas, the Council of the Village of Amanda approves a Letter of Support for the Fairfield County Park District's T.A.P. application for the Amanda/Lancaster Multi-Use Path Project.

Therefore, be it resolved, the Council of the Village of Amanda:

Section 1. Approves a Letter of Support for the Fairfield County Park District's T.A.P. application for Amanda/Lancaster Multi-Use Path Project.

Section 2. Finds and determines that all formal deliberations and actions of this council concerning and relating to the adoption of this resolution were taken in open meetings of this committee.

  
\_\_\_\_\_  
Mark A. Moore, Mayor  
April 1, 2019

  
\_\_\_\_\_  
Carrie Ayers, Fiscal Officer  
April 1, 2019



April 1, 2019

Ohio Department of Transportation  
District 5  
9659 Jacksontown Rd  
Thornville, Ohio 43076

Re: Fairfield County Park District, Amanda/Lancaster Multi-Use Path

This is a Letter of Support for the Fairfield County Park District's Amanda/Lancaster Multi-Use Path T.A.P funding application. The Village of Amanda actively supports multi-modal transportation planning efforts throughout the area. This letter supports the efforts of The Fairfield County Park District's T.A.P application.

It is the Village's opinion that the project has been thought out appropriately to coincide with our plan for bicycle/pedestrian access to both Lancaster locally and other regions of the state in a larger focus. The Park District has demonstrated an ability to be good stewards of outside funding and use it in a highly appropriate and effective manner. Furthermore, this project seeks to add transportation opportunities for our citizens and specific groups such as our school athletic teams.

Amanda has been tasked with maintaining some of the existing facilities, and to improve the gravel portion of the current path to asphalt would be a tremendous benefit to the village and our citizens.

Therefore, it is the opinion of the Village of Amanda that this is a valuable project for the village and Fairfield County. We support the Park District's efforts in this project and recommend that they be awarded the funds they are pursuing with this TAP Application.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark A. Moore". The signature is fluid and cursive, with the first name "Mark" being the most prominent.

Mark A. Moore, Mayor  
The Village of Amanda

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. R2-2019

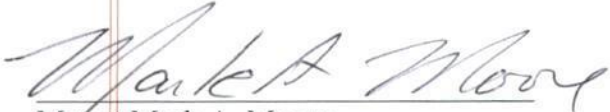
Passed May 6 2019

## RESOLUTION TO GO OUT FOR BIDS

WHEREAS the village of Amanda's Legislative Authority desires to proceed with bids;

WHEREAS the bids are for the School St Project;

NOW THEREFORE LET IT IS RESOLVED; by the Village Legislative Authority, Amanda, Ohio, Fairfield County, the village will proceed with bids with approval from OPWC.

  
Mayor Mark A. Moore

Vote: 5 yes 0 no

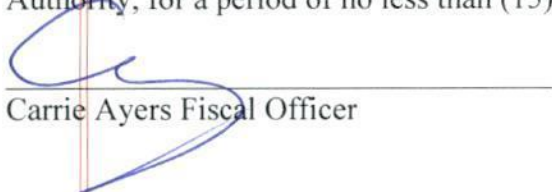
  
Carrie Ayers Fiscal Officer

The three reading requirement was waived/not waived:

Yeas 5 nays 0

Fiscal Officer 

The undersigned fiscal officer of the Legislative Authority, does hereby certify that the foregoing legislation was posted in not less than five (5) public places, as determined by the Legislative Authority, for a period of no less than (15) fifteen days prior to the effective date thereof.

  
Carrie Ayers Fiscal Officer



RESOLUTION R3-2019

A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE Village of Amara ON BEHALF OF THE STATE OF OHIO (THE BORROWER) TO REIMBURSE ITS Village of Amara FOR THE School St Project CA 45W WITH THE PROCEEDS OF TAX EXEMPT DEBT OF THE STATE OF OHIO. CA 46W

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

Section 1. The Village of Amara reasonably expects to receive a reimbursement for the School St Project 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 \$ 141,288.<sup>00</sup>.

Section 3. The Clerk of the Village of Amara is hereby directed to file a copy of this Resolution with this Village of Amara 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. This Village of Amara 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 this Village of Amara 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: July 1, 2019

The foregoing is a true and correct excerpt from the minutes of the meeting on July 1, 2019, of the Council of Village of Amara showing the adoption of the resolution hereinabove set forth.

Clerk, [Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: July 1, 2019

## GOVERNMENT PROCLAMATION

*WHEREAS:* September 17, 2019, is the two hundred and thirty-second 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, Mark A. Moore* by virtue of the authority vested in me as (Governor or Mayor) of the (State or City) of Village 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 9 day of Sept of the year of our Lord two thousand 19

Signed

*Mark A. Moore*

SEAL attest





**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 9 day of Sept, 2019, at the office of the **Village Of Amanda** with the following members present:

- Tim Kirchgessner
- Tracy Thaxton
- Red Martin
- Danny Wharton

Tim Kirchgessner 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>, 2020; 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:

CERTIFICATE OF COPY  
ORIGINAL ON FILE

The State of Ohio, Fairfield County, ss.

I, Carme M., 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 ca

\_\_\_\_\_ 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 9 day of Sept, 2019.

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



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.

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

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

Adopted the 9 Day of Sept, 2019.

Attest:

[Signature]  
\_\_\_\_\_  
Mark A. Moore  
Mayor

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

Clerk of Council

**Village Of Amanda,**

Fairfield County, Ohio

