

**City of Oberlin, Ohio**

**ORDINANCE No. 14-49 AC CMS**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE DISTRICT 9 PUBLIC WORKS INTEGRATING COMMITTEE FOR OHIO PUBLIC WORKS COMMISSION FUNDING FOR THE SOUTH PROFESSOR STREET IMPROVEMENT PROJECT PHASE II AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to prepare and file an application with the District 9 Public Works Integrating Committee for Ohio Public Works Commission Round 29 funding for the following project:

**South Professor Street Improvement Project Phase II**

SECTION 2. That the City Manager is hereby authorized to accept said OPWC Round 29 funding if the application is approved.

SECTION 3. That the City of Oberlin hereby agrees that if said OPWC Round 29 project is funded, the City of Oberlin will provide local matching funds as designated in the application.

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


SECTION 5. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit: in order to allow for the filing of an Ohio Public Works Commission grant application in a timely manner, and shall take effect immediately upon passage.


PASSED: 1st Reading: September 2, 2014 (E)

2nd Reading: \_\_\_\_\_

3rd Reading: \_\_\_\_\_

ATTEST:

  
BELINDA B. ANDERSON, MMC  
CLERK OF COUNCIL

  
H. SCOTT BROADWELL  
PRESIDENT OF COUNCIL

POSTED: 09/03/2014

EFFECTIVE DATE: 09/02/2013

**ORIGINAL**

07-09-15 15:33 RCV0

**OHIO PUBLIC WORKS COMMISSION**

**PROJECT GRANT AGREEMENT**

**STATE CAPITAL IMPROVEMENT PROGRAM**

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Grant Agreement (this "Agreement") is entered into **July 1, 2015** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **City of Oberlin, Lorain County** (hereinafter referred to as the "Recipient"), located at **85 South Main Street, Oberlin, OH 44074**, in respect of the project named **South Professor Street Improvements: Phase II**, and as described in Appendix A of this Agreement to provide an amount not to exceed **One Hundred Sixty Thousand, Four Hundred Thirty Dollars (\$160,430)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **093-57834**

OPWC Project Grant Control No. **CI27S**

WHEREAS, to implement the policies set forth in Section 2m, Article VIII of the Ohio Constitution, and in Chapter 164 of the Revised Code, the General Assembly, pursuant to Section 164.02 of the Revised Code, created the Ohio Public Works Commission;

WHEREAS, pursuant to Section 164.05 of the Revised Code, the Director of the OPWC is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support and credit enhancements for Capital Improvement Projects (as hereinafter defined); and (ii) authorize payments to Local Subdivisions or their Contractors (as hereinafter defined) for costs incurred for Capital Improvement Projects which have been approved by the Director;

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

WHEREAS, the Recipient desires to engage in the acquisition, construction, reconstruction, improvement, planning or equipping of the Capital Improvement Project (the "Project") described in Appendix A of this Agreement; and

WHEREAS, the Project has been duly recommended to the Director pursuant to Section 164.06 of the Revised Code by the District Public Works Integrating Committee of the Recipient;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

**SECTION 1. Definitions and General Provisions.** The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates an other or different meaning or intent.

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

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

"Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, wastewater treatment facilities, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage and treatment facilities of Local Subdivisions, including real property, interests in real property, and facilities and equipment of Local Subdivisions related or incidental thereto.

"Chief Executive Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section 6 hereof, or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section 6 hereof, or his authorized designee as per written notification to the Director.

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

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

"Cost of Capital Improvement Projects" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects and, as applicable, related financing costs.

"District Committees" means the District Public Works Integrating Committees and the Executive Committees created pursuant to Section 164.04 of the Revised Code, and District Subcommittees created pursuant to Section 164.06 of the Revised Code.

"Governing Body" means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; or the board of township trustees if a township; the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

"Local Subdivision" means any county, municipal corporation, township, sanitary district or regional water and sewer district of the State.

"Participation Percentages" means the percentage of the total actual project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual project costs that will be contributed by the Recipient. Both of the percentages are identified in Appendix D. In the event that the total actual project costs exceed the estimated project costs identified in Appendix D, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

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

"Private Person" means any person, firm, entity or individual who or which is other than a "governmental unit" as that term is used in Sections 141 and 148 of the Code.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix B pursuant to Section 6 hereof, or authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds granted to the Recipient pursuant to Section 164.14 of the Revised Code as reimbursement to the Recipient for funds expended on the Project by the Recipient, and which did not in any way inflate costs of the Capital Improvement Project.

"State" means the State of Ohio.

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

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time may have been duly amended, modified, supplemented or superseded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Agreement and term "hereunder" means after, and the term "heretofore" means before the effective date of this Agreement.

**SECTION 2. Grant of Financial Assistance.** Subject to the terms and conditions contained herein, the OPWC hereby grants to the Recipient financial assistance not to exceed the amount, as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project.

**SECTION 3. Local Subdivision Contribution.** The Recipient shall, at a minimum, contribute to the Project (the "Local Subdivision Contribution") the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the Project shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project as defined and described in Appendix A of this Agreement.

SECTION 4. Notice to Proceed. Work shall not commence on this Project until the Director has issued a written Notice to Proceed to the Recipient. Such Notice will not be issued until the Director is assured that the Recipient has complied with the Recipient's responsibilities concerning OEPA plan approval, when applicable. A Notice to Proceed shall be required for all project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

SECTION 5. Project Schedule. Construction must begin within 30 days of the date set forth in Appendix A, Page 2, for the start of construction, or this Agreement may become null and void, at the sole discretion of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

SECTION 6. Disbursements. All payments made by the OPWC shall be made directly to the Contractor that performed the work and originated the invoice, unless the OPWC expressly authorizes the Recipient to use the reimbursement method specified in Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative Code.

(a) Project Administration Designation. Pursuant to Paragraph (B) of Rule 164-1-21 of the Administrative Code, the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix B of this Agreement. Changes in these designations must be made in writing.

(b) Disbursements to Contractors to Pay Costs of the Project. The Recipient shall require that as work on the Project and as specified in its contract is performed a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding such certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he considers appropriate and, if he approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section 6(b). The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage as set forth originally in Appendix D of this Agreement or as may be adjusted from time to time to account for changed conditions in the project financing scheme. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall, if such items are deemed by the Director to be accurate and completed, initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. Upon receipt of a warrant from the Auditor of State drawn in connection with a voucher initiated in accordance with the terms of the preceding sentence, the Director shall forward it by regular first class United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

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

- (i) If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
- (ii) If the request is for disbursement to the Recipient pursuant to Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative Code, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
- (iii) The Project Manager's certification pursuant to Section 6(b) of this Agreement;
- (iv) The Disbursement Request Form and Certification in the form set forth as Appendix E of this Agreement properly executed by the Chief Fiscal Officer and the Chief Executive Officer; and
- (v) Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys from the Fund for payment of the identified Project costs. A copy of all such documents

submitted to the Director shall be retained by the Director.

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

(c) Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section 2 hereof is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes unless prior approval by the Director is given.

(d) Project Scope. The physical scope of the Project shall be limited to only those capital improvements as described in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the OPWC Director for the execution of an amendment to this Agreement.

(e) Project Cost Overruns. In the event that the Recipient determines that the moneys granted pursuant to Section 2 hereof, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. The Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request the action shall be recorded in the District Committee's official meeting minutes and provided to the OPWC Director for the execution of an amendment to this Agreement.

SECTION 7. Retainage. Except as provided in the second sentence of this Section, Recipient shall comply in all aspects with the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code, or other law applicable to it, including, but not limited to, the provisions thereof, to the extent applicable to the Recipient, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow account established pursuant to Section 153.63 of the Revised Code. The Recipient may use its legally applicable construction requirements for the Project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code.

SECTION 8. Conditions to Financial Assistance and its Disbursement. The Grantor's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

(a) Recipient's acquisition and commitment of the Local Subdivision Contribution necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with the provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement a description of the manner or mechanisms of providing its local share of Project funds pursuant to division (D) of Section 164.05 of the Revised Code and Rule 164-1-21 (B)(6) of the Administrative Code.

(b) Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal Law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION 9. Representations, Warranties and Covenants of Recipient. Recipient represents, warrants and covenants for the benefit of the Grantor as follows:

(a) Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted;

(b) Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement;

(c) This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity;

(d) Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code;

(e) Recipient is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms;

(f) Use of Project.

(i) General. The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs (ii) or (iii) of this subsection shall not be regarded as a Private Business Use.

(ii) Management Contracts. The Recipient agrees that from the date hereof until the date on which none of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Project, remain outstanding (the "Agreement Term"):

(1) The Recipient will not contract with any Private Person to manage the Project or any portion thereof unless all of the following conditions are met: (A) at least 50% of the compensation of the Private Person is based on a periodic, fixed fee that contains no incentive adjustments, and no amount of compensation is based on a share of net profits; (B) the compensation is reasonable in relation to the services performed; (C) the term of the contract does not exceed five (5) years (including any renewal option periods provided for in the contract); (D) if the term of the contract exceeds three (3) years, the Recipient is able to cancel the contract without penalty or cause at the end of each three-year period of the contract; (E) any automatic increases in the periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the contract for computing increases; and (F) any new contract with a Private Person which is subject to this subparagraph (f)(ii) will be subject to the requirements of (A) through (F) of this subparagraph (f)(ii)(1); and

(2) If the Recipient is subject to subparagraph (f)(ii)(1) above and it enters into contracts with Private Persons described in subparagraph (f)(ii)(1), and the Governing Body of the recipient numbers five (5) or more members, no more than one (1) member of the Governing Body of the Recipient may be an employee or member of the Governing Body of the Private Person. If the Governing Body of the Recipient numbers less than five (5), no member of the Governing Body of the Recipient may be an employee or member of the Governing Body of the Private Person. Similarly, if the Governing Body of the Private Person numbers five (5) or more members, no more than one (1) of those members may be an employee or member of the Governing Body of the Recipient. However, in no event may a member or employee of both the Recipient and Private Person be the Chief Executive Officer or its equivalent of the Recipient or the Private Person. Members of the Governing Body of the Recipient may not own a controlling interest in the Private Person.

(iii) Contracts Concerning Use of Project. The Recipient agrees that during the Agreement Term it will not contract with any Private Person for use of the Project or any portion thereof or the facility or facilities of which the Project is a part for any Private Business Use unless all of the conditions of subparagraph (f)(iii)(1), subparagraph (f)(iii)(2) or subparagraph (f)(iii)(3) are met:

(1) If the compensation of the Private Person is based entirely on a periodic, fixed fee that contains no incentive adjustments, all of the following conditions must be met: (A) no amount of compensation is based on a share of the net profits; (B) the compensation is reasonable; (C) the term of the contract does not exceed five (5) years (including any renewal option periods provided for in the contract); (D) if the term of the contract exceeds three (3) years, the Recipient

is able to cancel the contract without penalty or cause at the end of each three-year period of the contract term; (E) any automatic increases in the periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the standard for computing increases; and (F) any new contract with the Private Person which is subject to subparagraph (f)(iii)(1) will be subject to the requirements of (A) through (F) of this subparagraph; or

(2) Where the compensation of the Private Person is based in whole or in part on a percentage of gross income or other measure, all of the following conditions must be met: (A) no amount of compensation is based on a share of the net profits; (B) the compensation is reasonable; (C) the term of the contract does not exceed two (2) years; (D) the Recipient is able to cancel the contract without penalty or cause by giving the Private Person 90 days notice; (E) any automatic increases in that portion of the compensation that is a periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the standard for computing increases; and (F) any new contract with the Private Person which is subject to subparagraph (f)(iii)(2) will be subject to the requirements of (A) through (F) of this subparagraph; and

(3) If the Recipient is subject to the subparagraphs (f)(iii)(1) or (f)(iii)(2) and it enters into contracts with Private Persons described in those subparagraphs and the Governing Body of the Recipient numbers five (5) or more members, no more than one (1) member of the Governing Body of the Recipient may be the Private Person referred to in subparagraphs (f)(iii)(1) or (f)(iii)(2), a related person (as described in Section 144(a)(3) of the Code), an employee of such Private Person, or a member of the Governing Body of such Private Person, provided such member is not the Chief Executive Officer or its equivalent of the Recipient. If the Governing Body or the Recipient numbers less than five (5) members, no member may be such Private Person or an employee of such Private Person or a member of its Governing Body.

(iv) The Recipient may depart from any of its agreements contained in subparagraphs (f)(i) through (f)(iii) if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

(g) Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section 2 hereof:

(i) The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements," as defined in the Law;

(ii) All of the Project is owned, or will be owned, by the Recipient or another Tax-Exempt organization;

(iii) The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and

(iv) The Recipient may depart from any of its agreement contained in subparagraph (iii) if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

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

(i) Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to Section 2 of this Agreement to fund the Project to completion;

(j) Ohio Preference. Recipient shall, to the extent practicable, use, and shall cause all of its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project;

(k) Equal Employment Opportunity. Recipient shall, and shall require that all contractors and subcontractors working on the



Project, comply with the equal employment opportunity requirements contained in Section 164.07(A) of the Revised Code and rule 164-1-32 of the Administrative Code;

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

(m) Construction Bonds, Insurance and Supervision.

(i) The Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100 percent (100%) of its contract price as security for the faithful performance of its contract.

(ii) The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance.

(iii) The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OPWC and the Recipient at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

SECTION 10. Progress Reports. The Recipient shall submit to the OPWC, at the OPWC's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the OPWC may reasonably require.

SECTION 11. Audit Rights. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION 12. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Matching Funds applicable to the Project.

SECTION 13. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies of the Project sufficient to impose upon the Director any

of the obligations specified in Revised Code Section 126.30. Provided that the Recipient is not a Local Political Subdivision, the Recipient shall indemnify and hold harmless the Director, the OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, the Recipient's use or application of the funds being provided by the OPWC hereunder and the Recipient's construction or management of the Project.

SECTION 14. Termination. The OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the terms or conditions contained herein. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which all of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Project, have been retired.

SECTION 15. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be located in the courts of Franklin County, State of Ohio.

SECTION 16. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Law.

SECTION 17. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION 18. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION 19. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION 20. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION 21. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within the forty-five (45) day limit will result in this Agreement being declared null and void. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

SECTION 22. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project No. **CI27S** as of the date first written above.

RECIPIENT

  
Eric Norenberg, City Manager

City of Oberlin  
85 South Main Street  
Oberlin, OH 44074

  
WITNESS

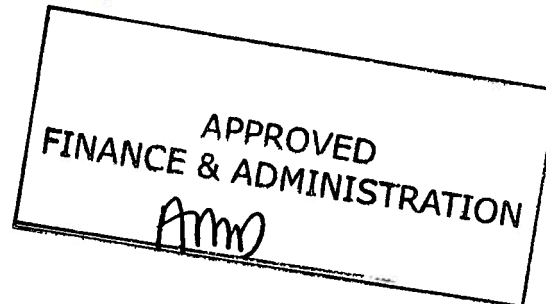
GRANTOR

STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION

By:   
Michael Miller, Director

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

  
WITNESS



## APPENDIX A

### PROJECT DESCRIPTION AND COMPLETION SCHEDULE

1) PROJECT DESCRIPTION / PHYSICAL SCOPE:

The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby defined and described as follows:

a) **PROJECT NAME: South Professor Street Improvements: Phase II**

b) **SPECIFIC LOCATION: This project takes place along South Professor Street, from the intersection with the existing bike path, south about 1,730 feet to West Hamilton.**

(Project Location Zip Code - 44074-)

c) **PROJECT TYPE; MAJOR COMPONENTS: This project consists of roadway improvements along South Professor Street (from the existing bike path intersecting South Professor Street southerly to West Hamilton Street), including base repair and pavement replacement, installation of curb and sidewalk (w/ADA-compliant curb ramps where needed), removal and replacement of drive aprons, storm drainage improvements, maintenance of traffic, pavement marking (crosswalk lines, stop bar, and sharrows), and site restoration (seeding & mulching).**

d) **PHYSICAL DIMENSIONAL CHARACTERISTICS: Total project length is 1,730 feet, the linear footage along South Professor Street between the existing bike path (intersecting South Professor) and West Hamilton Street.**

## APPENDIX A - PAGE 2

### 2) PROJECT SCHEDULE:

The Project, for which the provision of financial assistance is the subject of this Agreement, shall be pursued and completed in accordance with the following schedule:

<u>ACTIVITY</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Final Design	02/02/2015	05/29/2015
Bidding Process	06/06/2015	07/06/2015
Construction	07/20/2015	10/09/2015

**NOTE:** Construction must begin within 30 days of the date set forth herein for the start of construction, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

The information detailed in this Appendix A shall serve as the basis for Project monitoring purposes and for determining Project acceptance upon its completion. In the event that circumstances require a change in physical scope, such changes must be approved through the execution of a formal Amendment to this Project Agreement.

## **APPENDIX B**

### **PROJECT ADMINISTRATION DESIGNATION**

The Project Administration Designation required by Section 6(a) of this Agreement, and in accordance with the definitions set forth in Section 1 of this Agreement, for the sole purpose of administering the Project, as defined and described in Appendix A of this Agreement, under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code is hereby established as follows:

The Recipient designates:

- 1.) **Eric Norenberg/City Manager** to act as the Chief Executive Officer;
- 2.) **Sal Talarico/Finance Director** to act as the Chief Fiscal Officer; and
- 3.) **Jeff Baumann/Public Works Director** to act as the Project Manager.

**NOTE:** Upon any change in such a designation, the Recipient shall immediately provide written notification to the OPWC.

## APPENDIX C

### PROVISION OF FINANCIAL ASSISTANCE

As authorized by Section 2 of this Agreement for the sole and express purpose of financing the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in Appendix D of this Agreement, the OPWC hereby agrees to provide financial assistance, subject to the terms and conditions contained in this Agreement, from the State Capital Improvements Fund which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed **One Hundred Sixty Thousand, Four Hundred Thirty Dollars (\$160,430)**. This financial assistance shall be provided in the form of a Grant. The OPWC Grant Control No. is CI27S.

#### **Joint Funded Project with the Ohio Department of Transportation**

In the event that the Recipient does not have contracting authority over project engineering, construction, or right-of-way, the Recipient and the OPWC hereby assign certain responsibilities to the Ohio Department of Transportation, an authorized representative of the State of Ohio. Notwithstanding Sections 4, 6(a), 6(b), 6(c), and 7 of the Project Agreement, Recipient hereby acknowledges that upon notification by the Ohio Department of Transportation, all payments for eligible project costs will be disbursed by the Grantor directly to the Ohio Department of Transportation. A Memorandum of Funds issued by the Ohio Department of Transportation shall be used to certify the estimated project costs. Upon receipt of a Memorandum of Funds from the Ohio Department of Transportation, the OPWC shall transfer funds directly to the Ohio Department of Transportation via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix D to those eligible project costs within the Memorandum of Funds. In the event that the Project Scope is for right-of-way only, notwithstanding Appendix D, the OPWC shall pay for 100% of the right-of-way costs not to exceed the total financial assistance provided in Appendix C.

## APPENDIX D

### LOCAL SUBDIVISION CONTRIBUTION, PROJECT FINANCING AND EXPENSES SCHEME AND DISBURSEMENT RATIO

1) OPWC/LOCAL SUBDIVISION PARTICIPATION PERCENTAGES: For the sole and express purpose of financing/reimbursing costs of the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in this Appendix D, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of 61% percent of the total Project Cost. The OPWC participation percentage shall be 39% percent. However, in the event of a cost over-run, the maximum OPWC dollar contribution shall not exceed the amount identified in Appendix C.

2) PROJECT FINANCING AND EXPENSES SCHEME: The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project as defined and described in Appendix A of this Agreement to consist of the following components:

a) <u>PROJECT FINANCIAL RESOURCES:</u>	
i) Local In-kind Contributions	\$15,700
ii) Local Public Revenues	\$214,449
iii) Local Private Revenues	\$0
iv) Other Public Revenues:	
- ODOT/FHWA	\$0
- OEPA	\$0
- OWDA	\$0
- CDBG	\$0
- Other _____	\$20,780
 SUBTOTAL	 \$250,929
 v) OPWC Funds:	
- Grant	\$160,430
- Loan Assistance	\$0
 SUBTOTAL	 \$160,430
 TOTAL FINANCIAL RESOURCES	 \$411,359
 b) <u>PROJECT ESTIMATED COSTS:</u>	
i) Project Engineering Costs:	
- Preliminary Engineering	\$2,771
- Final Design	\$12,930
- Construction Administration	\$22,165
ii) Right of Way:	\$0
iii) Construction Costs	\$369,417
iv) Materials Purchased Directly	\$0
v) Permits, Advertising, Legal	\$0
vi) Construction Contingencies	\$4,076
 TOTAL ESTIMATED COSTS	 \$411,359



**OHIO PUBLIC WORKS COMMISSION**  
**APPENDIX E - DISBURSEMENT REQUEST FORM AND CERTIFICATION**

DISBURSEMENT REQUEST NUMBER: \_\_\_\_\_

Statement requesting the disbursement of funds from the Ohio Public Works Commission (OPWC) pursuant to Section 6 of the Project Agreement (the "Agreement") executed between the Director of the OPWC (the "Director") and **City of Oberlin, (093-57834), Lorain County** (the "Recipient"), dated **July 1, 2015**, for the sole and express purpose of financing the capital improvement project defined and described in Appendix A of the Project Agreement (the "Project") and named and numbered as **South Professor Street Improvements: Phase II, CI27S**.

**EXPENDITURES PROGRESS:**

	(1) AS PER AGREEMENT	(2) PAID PRIOR TO THIS DRAW	(3) AS PART OF THIS DRAW	(4) PAID TO DATE (Column 2 + 3)
<b>A) Project Engineering Costs</b>				
1) Preliminary Engineering	\$2,771	\$ _____	\$ _____	\$ _____
2) Final Design	\$12,930	\$ _____	\$ _____	\$ _____
3) Construction Administration	\$22,165	\$ _____	\$ _____	\$ _____
<b>B) Right-of-Way</b>	\$0	\$ _____	\$ _____	\$ _____
<b>C) Construction Costs</b>	\$369,417	\$ _____	\$ _____	\$ _____
<b>D) Materials Purchased Directly</b>	\$0	\$ _____	\$ _____	\$ _____
<b>E) Permits, Advertising, Legal</b>	\$0	\$ _____	\$ _____	\$ _____
<b>F) Construction Contingencies</b>	\$4,076	\$ N/A	\$ N/A	\$ N/A
<b>G) Totals</b>	<b>\$411,359</b>	\$ _____	\$ _____	\$ _____

**FINANCING PROGRESS:**

	(1) AS PER AGREEMENT	(2) USED PRIOR TO THIS DRAW	(3) AS PART OF THIS DRAW	(4) USED TO DATE (Column 2 + 3)
<b>H) OPWC Funds</b>	<b>\$160,430</b>	\$ _____	\$ _____	\$ _____
<b>I) Local Share</b>				
1) In-kind Contributions	\$15,700	\$ _____	\$ _____	\$ _____
2) Public Revenues	\$214,449	\$ _____	\$ _____	\$ _____
3) Private Revenues	\$0	\$ _____	\$ _____	\$ _____
<b>J) Other Public Revenues</b>				
1) ODOT/FHWA	\$0	\$ _____	\$ _____	\$ _____
2) OEPA	\$0	\$ _____	\$ _____	\$ _____
3) OWDA	\$0	\$ _____	\$ _____	\$ _____
4) CDBG	\$0	\$ _____	\$ _____	\$ _____
5) Other _____	\$20,780	\$ _____	\$ _____	\$ _____
<b>K) Total Local and Other Public Revenues</b>	<b>\$250,929</b>	\$ _____	\$ _____	\$ _____
<b>L) Totals (H+K for each column)</b>	<b>\$411,359</b>	\$ _____	\$ _____	\$ _____

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

Subdivision Name: City of Oberlin  
Project Name: South Professor Street Improvements: Phase II  
OPWC Control No.: CI27S

Disbursement Request # \_\_\_\_\_

☐ this the final request for disbursement of OPWC funds? ..... ☐ YES ☐ NO

If the answer is YES or if this disbursement uses the remainder of your OPWC assistance, your project file will be closed upon processing this request. As described in Appendix D of the Project Agreement, your minimum Percentage Contribution is 61% of the total project cost.

-----  
**AUTHORIZED CERTIFICATIONS**

**All signatures must be original and in color ink.**  
**(Note: Changes to project officials must be submitted in writing.)**

**PROJECT MANAGER CERTIFICATION:**

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

\_\_\_\_\_  
Jeff Baumann/Public Works Director

\_\_\_\_\_  
Date

( ) -  
Phone

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

Pursuant to Section 6(b) and 6(c) of the Agreement, the undersigned Chief Executive Officer and Chief Fiscal Officer of the Recipient, as both are designated in Appendix B of the Agreement, hereby request the Director to disburse financial assistance moneys made available to Project in Appendix C of the Agreement (inclusive of any amendment thereto) to the payee as identified below in the amount so indicated which amount equals the product of the Disbursement Ratio and the dollar value of the attached cost documentation which was properly billed to the Recipient in exclusive connection with the performance of the Project. The undersigned further certify that:

- 1) Each item of project cost documentation attached hereto is properly payable by the OPWC in accordance with the terms and conditions of the Agreement, and none of the items for which payment is requested has formed the basis of any payment heretofore made from the OPWC;
- 2) Each item for which payment is requested hereunder is or was necessary in connection with the performance of the project;
- 3) In the event that any of the money disbursed to the Recipient pursuant to this request is to be used to pay Project costs based on an invoice submitted by a contractor of which the Recipient's share is yet to be paid, the Recipient shall expend such money to pay such contractor for the Project costs within twenty-four (24) hours after receipt thereof. Recipient shall hold such money uninvested pending payment to the contractor;
- 4) This statement and attachments hereto shall be conclusive as evidence of the facts and statements set forth herein and shall constitute full warrant, protection, and authority to the Director for any actions taken pursuant hereto; and
- 5) This document evidences the approval of the undersigned Chief Executive Officer and Chief Fiscal Officer of each payment hereby requested and authorized.

IN WITNESS WHEREOF, the undersigned have executed this Disbursement Request Form and Certification as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Sal Talarico/Finance Director

CFO Phone: ( ) - \_\_\_\_\_

\_\_\_\_\_  
Eric Norenberg/City Manager

Subdivision Name: City of Oberlin, Lorain  
Project Name: South Professor Street Improvements: Phase II  
OPWC No.: CI27S  
Project Manager: Jeff Baumann/Public Works Director

Disbursement Request # \_\_\_\_\_

**CONTRACTOR/VENDOR PAYEE IDENTIFICATION:**

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

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

OPWC Use Only	Accounting: _____ (initial)
Approval by: _____ (signature)	Auditor: _____ (initial)
Date: ____ / ____ / ____	



July 22, 2014

Ken Carney, P.E.  
Lorain County Engineer  
247 Hadaway Street  
Elyria, OH 44035

**Re:    *City of Oberlin***  
          *South Professor Street Improvement Project*

Dear Mr. Carney,

On behalf of the Lorain County Metroparks, I would like to address this letter of support to you and the members of the Ohio Public Works Commission District 9 Engineering Sub-Committee.

We are pleased that District 9 and the Ohio Public Works Commission continue to support the City's ongoing efforts to create safe, bicycle and pedestrian-friendly infrastructure. OPWC-funded projects in 2011 and in 2013 have resulted in improved accessibility along Professor Street, an important north/south connector street. Street improvements include continuous on-street bike lanes from the northern limits of the Oberlin College campus to the Central Business District and extending south along South Professor Street to the Donald J. Pease Memorial Bicycle Path (North Coast Inland Trail).

The City's proposed Round 29 project would continue those improvements along South Professor Street, south to West Hamilton at the Lorain County Metroparks Splash Zone Aquatic Center. The City also proposes to extend a new 10-foot-wide bike path west across the Splash Zone frontage at West Hamilton Street. This will provide a continuous off-street pedestrian and bike-friendly connection between Splash Zone and the City's Recreation Complex where none now exists.

This improvement aligns very nicely with the Park District's mission "to preserve and create a diversity of ecosystems while providing educational and recreational opportunities which are compatible with and promote conservation of these resources." The new loop from Splash Zone west to the City's Recreation Complex, north along the bike path extension to the North Coast Inland Trail, east along the bike path to South Professor and south on South Professor back to the Splash Zone is sure to be a big hit with our patrons. The proposed improvements will greatly enhance the safety of school children biking or walking along South Professor or West Hamilton to Splash Zone or to the City's Recreation Complex. Active transportation options are important to the health and well-being of the citizens of Lorain County.

Board of Park  
Commissioners  
Sherrill M. McLoda  
Robert M. Campana  
Frederick L. Alspach

12882 Diagonal Road  
LaGrange, Ohio 44050

7) 458-5121  
J0-LCM-PARK  
(TDD or Voice)  
Fax: (440) 458-8924

[www.MetroParks.cc](http://www.MetroParks.cc)

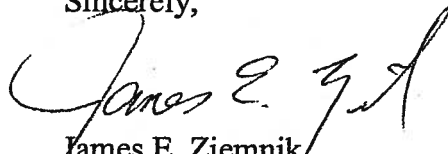
Ken Carney, P.E.  
July 22, 2014  
Page 2

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Because these improvements align with the Park District's mission and our goals of creating and enhancing bicycle travel throughout Lorain County, the Park District is hereby committed to contributing 50% of the cost of the bike path extension across the Splash Zone frontage at West Hamilton. The City Engineer's cost estimate for our share of this segment of the new path is estimated to be \$20,780. Recognizing that this is a preliminary cost estimate, the Park District commits to provide funding, not to exceed \$25,000, for its 50% share of the cost of the new trail across its frontage.

The Park District recognizes that the construction of these types of infrastructure improvements is expensive. We very much appreciate the City's willingness to undertake such projects for the benefit of its citizens and our patrons. We hope that the District 9 Engineering Review Sub-committee will recognize the real benefits that this project will accrue to the greater community.

Sincerely,



James E. Ziemnik  
Director/Secretary

JEZ/jl

Files: A8  
R – L.C. Engineer

[MSWord \ JL on 'srv-data\users' (Z:) \ JEZ \ JEZ 2014-136]

operational needs and still maintain the general appearance of buildings.

Pauley moved, Change seconded to forward the proposed design guidelines to Design Review Subcommittee for its recommendation. Motion carried, 5-0.

## 5. Other Business.

### (a) Comprehensive Plan.

Boyle advised that last Monday, City Council approved an agreement with Northstar Planning and Design from Painesville to formally start work to update the Comprehensive Plan. That project will be moving forward, and it is hoped that a draft plan will be in place in about a year.

### (b) Perpetual Garage Sale Sign

Gaines noted that letters were sent to the business owners of the Perpetual Garage Sale to sign regarding their temporary signs, but as of yet nothing has been done. Boyle advised that Kate Peggan of the Chamber has been unsuccessful at contacting them. When the Design Review Subcommittee identified the situation, staff immediately followed up with the Code Administrator and the Chair of the Design Review Subcommittee received a copy of that letter. We have raised the issue with the Code Administrator on a number of occasions. If the Commission would like, staff will bring it up again. Gibson noted that financially the business is not sound and they may not be willing to put something permanent there. However, they do need to respond.

### (c) Recreation Complex

Gaines advised that the residents in the area of the recreation complex are seeing the problem with pedestrian movement around the facility. Some kids have been nearly hit because cars are exceeding the 25 mph speed limit. Pauley noted that the Lorain County Transit stopped the S. Professor Street route. Gaines advised that the problem is not just bus traffic. There are no sidewalks for the kids to walk to the facility so kids are jumping from drainage ditch to drainage ditch and that is where they are almost getting hit. There has been no enforcement of the speed limit and it is a major issue. Another issue is that a number of kids have almost slipped into the retention pond. Boyle advised that when staff looked at the site plan it did show internal sidewalks along the south side of Hamilton Road. The City Manager and Public Works Director have been working on getting funding to install the sidewalks, but this is more urgent. The Commission could pass a motion recommending to the City Manager that the issue of pedestrian safety be addressed with identifiable crosswalks and better signage. Gaines advised that next week there is a girl's baseball tournament and there will be hundreds of people there. Pauley asked if an auxiliary police could be assigned to the tournament. Both Change and Gaines commented about

there not being enough parking. Boyle advised that the parking issue was raised by the Planning Commission as well as by Planning staff and apparently there is a contract to extend the parking lot.

Gaines moved, Champe seconded to recommend to City Council and the appropriate City offices that the proposal for crosswalk and sidewalk connections be installed immediately on Washington, Roosevelt and South Professor Streets to the Recreation Facility.  
Motion carried, 5-0.

Gaines noted that there was supposed to be an access road to the recreation fields to tractors and equipment so they could get back there. There was a six foot path going back there, but it is a muddy mess and the tractors cannot get back there to do the work. There was also supposed to be a water line installed back to the field to water the grass and dirt so it would not be so hard. It has not been done and it is beginning to look like a wheat field. There has been no fertilizer made available to fertilize the grass that has been planted and it cannot be watered. Gibson asked if the right line problem between outfield and home plate been resolved. Gaines noted that it is still coming down, but they are trying to do what they can with the little bit of dirt that they have. He said that he would pass those comments along to the City Manager. Gaines noted that the Planning Commission approved certain plans and only half of it is getting done.


#### (d) Lorain County Transfer Benches

Boyle noted that bus stop benches were installed without prior approval from the City Administration. The Design Review Subcommittee received an application on this at their meeting last month and the matter was tabled to seek a legal opinion. The legal opinion that came back noted that the benches were not installed according to ordinances and the signs on the benches would not be permitted by the Code. That information has been provided to the Code Administrator to follow-up with the applicant to have them removed. The Commission directed staff to follow-up again with the Code Administrator.

#### 6. Adjournment.

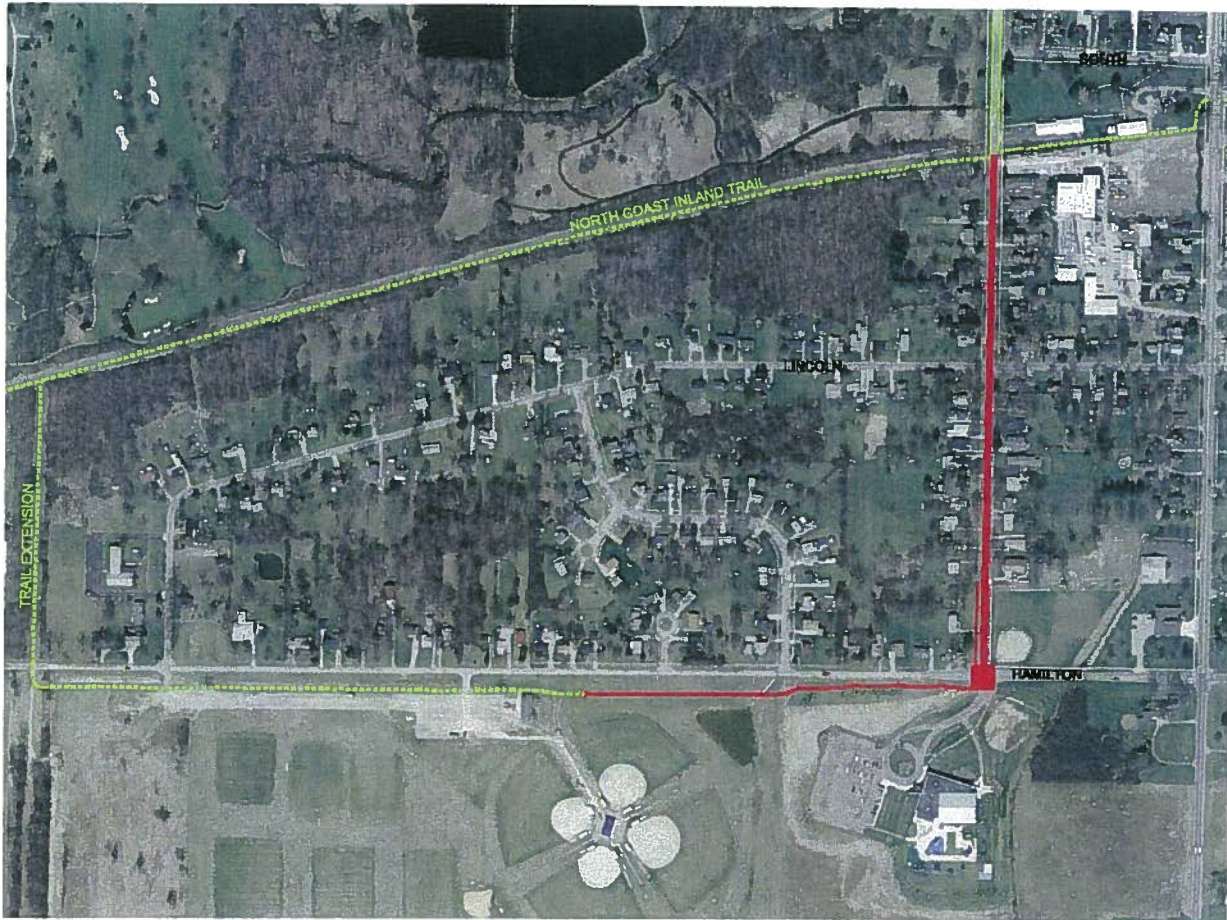
There being no further business before the Commission the meeting was adjourned at 9:30 a.m.

  
Dave Gibson, Chair  
Planning Commission

  
Kelly La Rosa, Staff Support



**CITY OF OBERLIN**  
**SOUTH PROFESSOR STREET IMPROVEMENTS, PHASE II**



**OHIO PUBLIC WORKS COMMISSION**  
**DISTRICT 9**  
**ROUND 29 FUNDING APPLICATION**  
**September 5, 2014**





# City of Oberlin

85 South Main St. Oberlin, OH 44074

## Public Works Department

September 3, 2014

Lorain County Engineer  
Attn: Ken Carney, P.E.  
247 Hadaway Street  
Elyria, OH 44035

RE: City of Oberlin Round 29 OPWC Application  
South Professor Street Improvement Project, Phase II

Dear Mr. Carney,

Please find enclosed the City of Oberlin's application for OPWC Round 29 funding assistance for the South Professor Street Improvement Project, Phase II. Our proposal is a continuation of our Round 27 South Professor Street Improvement Project to construct roadway improvements on South Professor to improve access and safety for motorists, bicyclists and pedestrians.

Our proposed project includes a unique component that will connect an existing bike path extension from the North Coast Inland Trail, east to the Lorain County Metroparks Splashzone Aquatic Center at the intersection of South Professor and West Hamilton. In keeping with its mission to provide recreation opportunities to Lorain County residents, the Park District has committed to contributing up to \$25,000 for the portion of the new path in the public right-of-way fronting its property.

We are excited by this new collaboration between the City and the Lorain County Metroparks. We appreciate your consideration of our application. If there are any questions or if you require any additional information, please contact me at [jbaumann@cityofoberlin.com](mailto:jbaumann@cityofoberlin.com) or by phone at (440) 775-7204.

Sincerely,

  
Jeffrey J. Baumann  
Public Works Director

**CITY OF OBERLIN**  
**SOUTH PROFESSOR STREET IMPROVEMENTS, PHASE II**



**OHIO PUBLIC WORKS COMMISSION**  
**DISTRICT 9**  
**ROUND 29 FUNDING APPLICATION**  
**September 5, 2014**



**CITY OF OBERLIN**  
**SOUTH PROFESSOR STREET IMPROVEMENTS, PHASE II**  
**OHIO PUBLIC WORKS COMMISSION DISTRICT 9**  
**ROUND 29 FUNDING APPLICATION**

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- **OPWC Application**
- **Authorizing Legislation, Ordinance 14-49 AC CMS**
- **Finance Director's Funds Available Certification Letter**
- **Engineer's Useful Life Statement and Detailed Cost Estimate**
- **Capital Improvements Report**
- **Location Map**
- **Area Map**
- **Existing Conditions Photographs**
- **Lorain County Metroparks Letter of Support and Financial Commitment**
- **City of Oberlin Planning Commission Recommendation**

State of Ohio  
**Public Works Commission**  
*Application for Financial Assistance*

**IMPORTANT:** Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form

**Applicant**

Applicant: City of Oberlin Subdivision Code: 093-57834  
District Number: 9 County: Lorain Date: 09/03/2014  
Contact: Jeff Baumann Phone: (440) 775-7204  
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)  
Email: jbaumann@cityofoberlin.com FAX: (440) 775-7208

**Project**

Project Name: South Professor Street Improvements, Phase II Zip Code: 44074

Subdivision Type	Project Type	Funding Request Summary
(Select one)	(Select single largest component by \$)	(Automatically populates from page 2)
<input type="checkbox"/> 1. County	<input checked="" type="checkbox"/> 1. Road	Total Project Cost: <u>503,393 .00</u>
<input checked="" type="checkbox"/> 2. City	<input type="checkbox"/> 2. Bridge/Culvert	1. Grant: <u>196,323 .00</u>
<input type="checkbox"/> 3. Township	<input type="checkbox"/> 3. Water Supply	2. Loan: <u>0 .00</u>
<input type="checkbox"/> 4. Village	<input type="checkbox"/> 4. Wastewater	3. Loan Assistance/ Credit Enhancement: <u>0 .00</u>
<input type="checkbox"/> 5. Water (6119 Water District)	<input type="checkbox"/> 5. Solid Waste	Funding Requested: <u>196,323 .00</u>
	<input type="checkbox"/> 6. Stormwater	

**District Recommendation** (To be completed by the District Committee)

Funding Type Requested	SCIP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
(Select one)	RLP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> State Capital Improvement Program	Grant:	Amount: _____ .00
<input type="checkbox"/> Local Transportation Improvement Program	LTIP:	Amount: _____ .00
<input type="checkbox"/> Revolving Loan Program	Loan Assistance / Credit Enhancement:	Amount: _____ .00
<input type="checkbox"/> Small Government Program		
District SG Priority: _____		

**For OPWC Use Only**

STATUS	Grant Amount: _____ .00	Loan Type: <input type="checkbox"/> SCIP <input type="checkbox"/> RLP
Project Number: <u>C</u>	Loan Amount: _____ .00	Date Construction End: _____
<u>C</u>	Total Funding: _____ .00	Date Maturity: _____
Release Date: _____	Local Participation: _____ %	Rate: _____ %
OPWC Approval: _____	OPWC Participation: _____ %	Term: _____ Yrs

## 1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

### 1.1 Project Estimated Costs

#### Engineering Services

Preliminary Design: 3,397 .00

Final Design: 15,851 .00

Construction Administration: 27,174 .00

Total Engineering Services: a.) 46,422 .00 10 %

Right of Way: b.)                      .00

Construction: c.) 452,895 .00

Materials Purchased Directly: d.)                      .00

Permits, Advertising, Legal: e.)                      .00

Construction Contingencies: f.) 4,076 .00 1 %

Total Estimated Costs: g.) 503,393 .00

### 1.2 Project Financial Resources

#### Local Resources

Local In-Kind or Force Account: a.) 19,249 .00

Local Revenues: b.) 267,041 .00

Other Public Revenues: c.)                      .00

ODOT / FHWA PID:                                      d.)                      .00

USDA Rural Development: e.)                      .00

OEPA / OWDA: f.)                      .00

CDBG: g.)                      .00

☐ County Entitlement or Community Dev. "Formula"

☐ Department of Development

Other: Lorain County Metroparks h.) 20,780 .00

Subtotal Local Resources: i.) 307,070 .00 61 %

#### OPWC Funds (Check all requested and enter Amount)

Grant: 100 % of OPWC Funds j.) 196,323 .00

Loan: 0 % of OPWC Funds k.)                      .00

Loan Assistance / Credit Enhancement: l.) 0 .00

Subtotal OPWC Funds: m.) 196,323 .00 39 %

Total Financial Resources: n.) 503,393 .00 100 %

### 1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

### 2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement:	<u>424,509</u> .00	<u>84</u> %	A Family Pr or all n is required for my cl to record
2.2 Total Portion of Project New / Expansion:	<u>78,884</u> .00	<u>16</u> %	
2.3 Total Project:	<u>503,393</u> .00	<u>100</u> %	

### 3.0 Project Schedule

3.1 Engineering / Design / Right of Way	Begin Date: <u>02/02/2015</u>	End Date: <u>05/29/2015</u>
3.2 Bid Advertisement and Award	Begin Date: <u>06/06/2015</u>	End Date: <u>07/06/2015</u>
3.3 Construction	Begin Date: <u>07/20/2015</u>	End Date: <u>10/09/2015</u>

Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed.

Failure to meet project schedule may result in termination of agreement for approved projects.

Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

### 4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

#### 4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 15-50 Years      Age: 1992 (Year built or year of last major improvement)

*Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.*

#### 4.2 User Information

Road or Bridge:      Current ADT 1,475      Year 2014      Projected ADT 1,720      Year 2029 \*

\*Estimate based on ITE trip generation manual, 2003.

Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.

Residential Water Rate      Current \$ \_\_\_\_\_      Proposed \$ \_\_\_\_\_

Number of households served: 0

Residential Wastewater Rate      Current \$ \_\_\_\_\_      Proposed \$ \_\_\_\_\_

Number of households served: 0

Stormwater: Number of households served: 0

## 4.3 Project Description

- A: SPECIFIC LOCATION (Supply a written location description that includes the project termini; a map does not replace this requirement.) 500 character limit.

Professor St. is a 1.5 mile primary collector one block west of SR58 running from New Russia Twp. south through campus to W. Hamilton St. Professor St. eases congestion on SR58 as an alternate route for residents, businesses and visitors to access all points along Oberlin's N/S axis.

The project area is South Professor St., from the bike path, south 1730' to W. Hamilton. A 1310' wide bike path extension will connect the Lorain County Metroparks SplashZone to the City's Recreation Complex.

- B: PROJECT COMPONENTS (Describe the specific work to be completed; the engineer's estimate does not replace this requirement) 1,000 character limit.

This project is an extension of Round 25 and 27 projects along Professor St. All three projects use the Complete Streets model as the design basis to enhance pedestrian and bicycle access and safety.

Preliminary specifications include: 50% curb replacement with new curb and under drain, new ADA-compliant ramps and crosswalk markings, +/-3" of existing asphalt pavement will be planed or down to the brick/concrete street, 30% pavement base repair, and new asphalt leveling and surface courses of 1 1/2" each ODOT 448, Types 1 and 2. Bikes will be accommodated using "sharrows". A 10' wide off-street bike path will be installed in the W. Hamilton R/W to connect our Recreation Complex to the Lorain County Metroparks Splashzone and the bicycle facilities along Professor St. to the North Coast Inland Trail, the Central Business District and Oberlin College. Active transportation improvements will encourage safe, healthful transit for school children, college students, residents and visitors.

- C: PHYSICAL DIMENSIONS (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and sizes, mgd capacity, etc in detail.) 500 character limit.

Existing and Proposed Dimensions by segment on South Professor St.

Segment	Length	Width
Bike Path to Lincoln (existing)	708'	25'
Lincoln to Hamilton (existing)	1,020'	25'
Bike Path Extension (new)	1,310'	10'

## 5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

### 5.1 Chief Executive Officer

(Person authorized in legislation to sign project agreements)

Name: Eric P. Norenberg

Title: City Manager

Address: 85 South Main St.

City: Oberlin State: OH Zip: 44074

Phone: (440) 775-7206

FAX: (440) 775-7208

E-Mail: enorenberg@cityofoberlin.com

### 5.2 Chief Financial Officer

(Can not also serve as CEO)

Name: I. Salvatore Talarico

Title: Finance Director

Address: 69 South Main St.

City: Oberlin State: OH Zip: 44074

Phone: (440) 775-7210

FAX: (440) 776-2090

E-Mail: stalarico@cityofoberlin.com

### 5.3 Project Manager

Name: Jeff Baumann

Title: Public Works Director

Address: 85 South Main St.

City: Oberlin State: OH Zip: 44074

Phone: (440) 775-7204

FAX: (440) 775-7208

E-Mail: jbaumann@cityofoberlin.com



## 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.**

Eric P. Norenberg, City Manager

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

Original Signature / Date Signed

9/3/14

City of Oberlin, Ohio

ORDINANCE No. 14-49 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE DISTRICT 9 PUBLIC WORKS INTEGRATING COMMITTEE FOR OHIO PUBLIC WORKS COMMISSION FUNDING FOR THE SOUTH PROFESSOR STREET IMPROVEMENT PROJECT PHASE II AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to prepare and file an application with the District 9 Public Works Integrating Committee for Ohio Public Works Commission Round 29 funding for the following project:

**South Professor Street Improvement Project Phase II**

SECTION 2. That the City Manager is hereby authorized to accept said OPWC Round 29 funding if the application is approved.

SECTION 3. That the City of Oberlin hereby agrees that if said OPWC Round 29 project is funded, the City of Oberlin will provide local matching funds as designated in the application.

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


SECTION 5. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit: in order to allow for the filing of an Ohio Public Works Commission grant application in a timely manner, and shall take effect immediately upon passage.


PASSED: 1st Reading: September 2, 2014 (E)

2nd Reading: \_\_\_\_\_

3rd Reading: \_\_\_\_\_

ATTEST:

  
BELINDA B. ANDERSON, MMC  
CLERK OF COUNCIL

  
H. SCOTT BROADWELL  
PRESIDENT OF COUNCIL

POSTED: 09/03/2014

EFFECTIVE DATE: 09/02/2013



**FINANCE DIRECTOR'S CERTIFICATE  
(Chief Fiscal Officer)**

Relative to the City of Oberlin

South Professor Street Improvement Project Phase II

I hereby certify that the local share estimated amount of \$286,290.00 including \$19,249.00 in in-kind engineering services required to meet the City of Oberlin's portion of the contract, agreement, obligation, payment, or expenditure for the above project will be available on or before July 1, 2015 in the City's Income Tax Capital Improvement Fund.

Dated: September 3, 2014

I. Salvatore Talarico  
Finance Director, City of Oberlin



September 03, 2014

Re: Roadway Improvements Proposed for S. Professor St. and Bike Path Extension  
Statement of Design Life of Construction  
Engineers Estimate of Probable Cost

The design life of the proposed Resurfacing Improvements for S. Professor St. is expected to be Fifteen (15 years) for pavement surface and 30 - 50 years for other items of the project.

The probable cost of the proposed improvements for has been determined to be \$456,970.83.  
The detailed cost estimate is attached.

Randall Roberts, PE  
City Engineer



# PROBABLE COST OF IMPROVEMENTS

LOCATION

South Professor St.

Termini: C/L Hamilton St.

to Bike Path

Segment Number 00140 Pavement ID9 00026 Section ID # 00001  
Segment Number 00141 Pavement ID9 00026 Section ID # 00005

PROJECT LENGTH 1,728.0 feet 100% Wearing Course  
WIDTH 25.0 feet 100% Intermediate  
RIGHT-OF-WAY WIDTH 60.0 feet 30% Base Repair  
50% Curb Repair  
Sidewalk  
Year of Last Resurfacing 1992 30% Treelawn

Master Item List	1 = USE ITEM	Item No.	ITEM DESCRIPTION	Thick. (in)	QUANTITY	UNIT	UNIT COST	ITEM TOTAL
3	1	1035.000	Mobilization/Maintenance of Traffic		1.0	L.S.	\$ 18,906.00	\$18,906.00
28	1	2110.200	Excav/Remove Existing Asphalt Pavement, Base, Walk & Center to New Subgrade	13.0	520.0	c.y.	\$ 45.00	\$23,400.00
55	1	2112.360	6" Underdrain		1,728.0	lf	\$ 16.46	\$28,437.67
			ODOT 253 Pavement Base Repairs/Repl.:					
72	1	2120.101	Subgrade Preparation/Compaction - Pavement Repair		1,440.0	s.y.	\$ 2.00	\$2,880.00
74	1	2120.151	Geo-Grid - Pavement Repair		1,440.0	s.y.	\$ 8.22	\$11,840.40
79	1	2120.180	Pavement Overlay Fabric		4,800.0	s.y.	\$ 1.80	\$8,646.36
83	1	2120.200	Pavement Planing		4,800.0	s.y.	\$ 4.00	\$19,200.00
85	1	2120.302	6 in. - 304 Aggregate Base - Pavement Repair	6.0	240.0	c.y.	\$ 75.00	\$18,000.00
94	1	2120.324	4 in. 301 Bituminous Aggregate Base - Pavement Repair	4.0	160.0	c.y.	\$ 197.00	\$31,520.00
3	1	2120.351	Bituminous Tack Coat & Prime Coat		480.0	gal	\$ 3.10	\$1,488.00
5	1	2120.403	1.5 in. ODOT 448 Type 2	1.5	200.0	c.y.	\$ 160.00	\$32,000.00
128	1	2120.406	1.75 in. ODOT 448 Type 1	1.5	200.0	c.y.	\$ 180.00	\$36,000.00
	1	2120.460	Handicap Ramp Constr. (Incl. excav. & removals)		8.0	ea.	\$ 1,200.00	\$9,600.00
			Number_Ea   Width_ft					
			4   4		40.0			
166	1	2120.800	Asphalt Drive Apron Removal & Replacement	5.0	35.6	s.y.	\$ 50.00	\$1,777.78
			4   4		40.0			
168	1	2120.810	6" #10 Wire Reinforced Concrete Drive Apron Construction	6.0	35.6	s.y.	\$ 70.00	\$2,488.89
			4   4		40.0			
174	1	2120.820	Stone Surfaced Apron/Drive - resurface/replace		35.6	s.y.	\$ 29.00	\$1,031.11
180	1	2124.100	Curb Removal/in kind Replacement/Construction - ODOT Type 2, 3, 4 & 6		1,728.0	lf	\$ 27.00	\$46,656.00
400	1	2137.101	Valve Boxes and Covers Adjusted to Grade		4.0	ea.	\$ 110.69	\$442.77
464	1	2165.050	Catch Basin - Remove/Reset/Adj. Casting To Grade		4.0	ea.	\$ 424.09	\$1,696.37
470	1	2165.142	Storm Sewer MH Casting Adj. To Grade		1.0	ea.	\$ 575.00	\$575.00
480	1	2165.191	Type "A" Inlet/Catch Basin Construction - Replacement - Restoration		4.0	ea.	\$ 1,884.82	\$7,539.28
542	1	2165.500	Type A Storm Sewer MH, Complete In Place		2.0	EA.	\$ 3,855.86	\$7,711.73
587	1	2173.320	12-inch RCP CL IV Storm Sewer (Under Pavement & Connecting CB's/MH's)		52.0	lf	\$ 88.00	\$4,576.00
686	1	2173.112	Site Work - Topsoil, Seeding & Fertilizing	3.0	1,161.3	sy	\$ 5.75	\$6,677.67
	1	2182.110	ODOT 644 Thermoplastic Crosswalk lines (12")		585.0	lf	\$ 3.50	\$2,047.50
	1	2182.120	ODOT 644 Thermoplastic Stop Bar (24")		100.0	lf	\$ 7.00	\$700.00
	1	2182.200	ODOT 647 Type B Heat-fused Preformed Thermoplastic Shared Lane Marking		14.0	ea.	\$ 500.00	\$7,000.00
	1		10' wide Asphalt Bike Path		1,310.0	lf.	\$ 56.40	\$73,884.00
	1		Bridge/Culvert Over Conc. Drainage Swale		1.0	LS	\$ 5,000.00	\$5,000.00

# PROBABLE COST OF IMPROVEMENTS

LOCATION

South Professor St.

Termini: C/L Hamilton St.

to Bike Path

Segment Number 00140

Pavement ID9

00026

Section ID #

00001

Segment Number 00141

Pavement ID9

00026

Section ID #

00005

PROJECT LENGTH

1,728.0

feet

100% Wearing Cou.

WIDTH

25.0

feet

100% Intermediate

RIGHT-OF-WAY WIDTH

60.0

feet

30% Base Repair

50% Curb Repair

Sidewalk

Year of Last Resurfacing

1992

30% Treelawn

Master Item List	1 = USE ITEM	Item No.	ITEM DESCRIPTION	Thick. (in)	QUANTITY	UNIT	UNIT COST	ITEM TOTAL
10	1	1055.100	Quantity Adjustment Allowance	Adj. Factor 1.0	10%	LS		\$41,172.25
				Adj. Factor	SUBTOTAL			\$452,894.78
10.1	1	1055.150	Bid Uncertainty	0.3	3%	LS		\$4,076.05
TOTAL:								\$456,970.83

**Ohio Public Works Commission**  
Five Year Capital Improvement Plan/Maintenance of Effort

City of Oberlin  
Subdivision

093-57834  
Code

Lorain  
County

September 2014

Date

2013	2014	2015	2016	2017	2018	2019
		1	2	3	4	5

Project Name/Description	Funding Codes(s)	Status (A) Active (C) Complete	Total Cost	Two Year Effort		Five Year Plan				
				Yr - 2013	Yr - 2014	Yr - 2015 Planned	Yr - 2016	Yr - 2017	Yr - 2018	Yr - 2019

Roads										
YEAR										
2012	SR 58 South - Local Share		C	\$ 10,402	\$10,402					
2012	SR58/SR511 Intersection Design		C	\$ 21,000	\$21,000					
2013	Lincoln St.		C	\$ 165,000	\$165,000					
2013	Park St.		C	\$ 119,600	\$119,600					
2013	S. Professor St.		C	\$ 91,500	\$91,500					
2013	S. Professor St.		C	\$ 156,100	\$156,100					
2013	S. Professor St.		C	\$ 116,200	\$116,200					
2013	S. Professor St.		C	\$ 64,200	\$64,200					
2013	S. Professor St.		C	\$ 118,400	\$118,400					
2013	S. Professor St.		C	\$ 113,200	\$113,200					
2013	West College St. (Split Segment)		C	\$ 141,000	\$141,000					
2013	Pavement Maintenance		C	\$ 60,000	\$60,000					
2014	SR58/SR511 Intersection		A	\$ 510,000	\$510,000					
2014	SR 58		A	\$ 464,500	\$464,500					
2014	SR 511		A	\$ 1,033,900	\$1,033,900					
2014	CBD Streetscape Improvements			\$ 35,000	\$35,000					
2015	Morgan St.			\$ 158,600		\$158,600				
2015	Morgan St.			\$ 68,400		\$68,400				
2015	Morgan St.			\$ 277,000		\$277,000				
2015	Morgan St.			\$ 184,800		\$184,800				
2015	Morgan St.			\$ 239,600		\$239,600				
2015	Morgan St.			\$ 129,300		\$129,300				
2015	Morgan St.			\$ 514,700		\$514,700				
2015	Prospect St.			\$ 254,900		\$254,900				
2015	Prospect St.			\$ 241,800		\$241,800				
2015	Prospect St.			\$ 234,900		\$234,900				
2015	S. Professor St.			\$ 234,900		\$234,900				
2015	S. Professor St.			\$ 184,600		\$184,600				
2015	Sidewalk Program			\$ 50,000		\$50,000				
2015	Pavement Maintenance			\$ 90,000		\$90,000				
2016	Cedar St.			\$ 21,700			\$21,700			
2016	Cedar St.			\$ 88,000			\$88,000			
2016	Cedar St.			\$ 79,700			\$79,700			
2016	Cedar St.			\$ 106,000			\$106,000			
2016	Cedar St.			\$ 185,000			\$185,000			
2016	Cedar St.			\$ 90,000			\$90,000			
2016	Pavement Maintenance			\$ 90,000			\$251,200			
2016	Elm St.			\$ 251,200			\$133,100			
2016	Elm St.			\$ 133,100			\$316,600			
2016	West College St.			\$ 316,600			\$85,700			
2016	West College St.			\$ 85,700			\$372,900			
2016	West College St.			\$ 372,900			\$235,100			
2016	West College St.			\$ 235,100			\$329,400			
2016	West College St.			\$ 329,400			\$126,800			
2016	West College St. (Split Segment)			\$ 126,800						
2017	East College St.			\$ 156,600				\$156,600		
2017	East College St.			\$ 73,300				\$73,300		
2017	Edgemere Place			\$ 63,900				\$63,900		
2017	N. Pleasant St.			\$ 128,700				\$128,700		
2017	N. Professor St.			\$ 191,100				\$191,100		

**Ohio Public Works Commission**  
Five Year Capital Improvement Plan/Maintenance of Effort

City of Oberlin  
Subdivision

093-57834  
Code

Lorain  
County

September 2014

Date

2013	2014	2015	2016	2017	2018	2019
		1	2	3	4	5

Project Name/Description	Funding Codes(s)	Status (A) Active (C) Complete	Total Cost	Two Year Effort		Five Year Plan				
				Yr - 2013	Yr - 2014	Yr - 2015 Planned	Yr - 2016	Yr - 2017	Yr - 2018	Yr - 2019

2017	Pavement Maintenance		\$ 90,000					\$90,000		
2018	Forest St.		\$ 80,300						\$80,300	
2018	Forest St.		\$ 104,900						\$104,900	
2018	Groveland St.		\$ 168,700						\$168,700	
2018	Groveland St.		\$ 123,500						\$123,500	
2018	Lincoln St.		\$ 139,400						\$139,400	
2018	Lincoln St.		\$ 111,300						\$111,300	
2018	Lincoln St.		\$ 437,100						\$437,100	
2018	Lincoln St.		\$ 74,000						\$74,000	
2018	Lincoln St.		\$ 178,600						\$178,600	
2018	Lincoln St.		\$ 172,500							\$172,500
2019	East College St.		\$ 247,400							\$247,400
2019	East College St.		\$ 86,100							\$86,100
2019	East College St.		\$ 215,600							\$215,600
2019	East College St.		\$ 193,700							\$193,700
2019	East College St.		\$ 275,500							\$275,500
2019	Oberlin Road		\$ 65,400							\$65,400
Roads - Subtotals			\$ 11,647,402	\$ 1,176,602	\$ 2,043,400	\$ 2,628,600	\$ 2,421,200	\$ 703,600	\$ 1,417,800	\$ 1,256,200
Roads - Repairs/Needs Amounts - (as currently projected)						\$ 8,427,400				

**Bridges**

2014	Pyle S. Amherst Bridge Replacement		\$ 289,111		\$289,111					
Bridges - Subtotals			\$ 289,111	\$ -	\$ 289,111	\$ -	\$ -	\$ -	\$ -	\$ -
Bridges - Repairs/Needs Amounts - (as currently projected)						\$ -				

**Culverts/Ditches**

2016	Evans Ditch @ S. Main		\$ 80,000				\$80,000			
2016	East Hamilton Outfall to Evans Ditch		\$ 25,000				\$25,000			
2017	Evans Ditch Culvert at S. Main							\$86,000		
Culverts - Subtotals			\$ 105,000	\$ -	\$ -	\$ -	\$ 105,000	\$ 86,000	\$ -	\$ -
Culverts Repairs/Needs Amounts - (as currently projected)						\$ 191,000				

**Water Supply Systems**

2012	Aeration and Mixing Equipment for Elevated Towers	C	\$ -							
2013	Storage Building		\$ 10,000	\$10,000						
2015	South Elevated Tank Design		\$ 195,000			\$195,000				
2016	Southern Elevated Tank Construction Payment		\$ 95,000				\$95,000			
2017	Southern Elevated Tank Construction Payment		\$ 95,000					\$95,000		
2018	Southern Elevated Tank Construction Payment		\$ 95,000						\$95,000	
2019	Southern Elevated Tank Construction Payment		\$ 95,000							\$95,000
Water Supply Systems - Subtotals			\$ 585,000	\$ 10,000	\$ -	\$ 195,000	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000
Water Supply Systems - Repairs/Needs Amounts - 10 Year (as currently projected)						\$ 575,000				



**Ohio Public Works Commission**  
Five Year Capital Improvement Plan/Maintenance of Effort

City of Oberlin  
Subdivision

093-57834  
Code

Lorain  
County

September 2014

Date		2015	2016	2017	2018	2019
2013	2014	1	2	3	4	5

Project Name/Description	Funding Codes(s)	Status (A) Active  (C) Complete	Total Cost	Two Year Effort		Five Year Plan				
				Yr - 2013	Yr - 2014	Yr - 2015 Planned	Yr - 2016	Yr - 2017	Yr - 2018	Yr - 2019

**Water Distribution Systems**

YEAR										
2013	Water Distribution Model Upgrade	A	\$ 24,850	\$24,850						
2013	Meter Replacements	C	\$ 35,000	\$35,000						
2014	West Lorain Water Main Improvements	C	\$ 620,660		\$620,660					
2015	West Lorain Phase 2		\$ 300,000			\$300,000				
2016	Elm (Prospect to Cedar)		\$ 123,684				\$123,684			
2016	Elm (Cedar to Professor)		\$ 168,640					\$168,640		
2017	N. Pleasant St.		\$ 128,344						\$128,344	
2017	Cedar St.		\$ 103,425						\$103,425	
2017	Edgemere Place		\$ 36,169						\$36,169	
2018	Forest St.		\$ 131,453							\$131,453
2018	Groveland St.		\$ 95,919							\$95,919
2018	Groveland St.		\$ 96,415							\$96,415
Water Distribution Systems - Subtotals			\$ 1,864,560	\$ 59,850	\$ 620,660	\$ 300,000	\$ 292,324	\$ 267,939	\$ 323,787	\$ -
Water Distribution - Repairs/Needs Amounts - 10 Year (as currently projected)						\$ 1,184,050				

**Wastewater Systems**

YEAR										
2013	Standby Generator Design		\$ 15,000	\$15,000						
2013	Settling Tank/Digester Rehab		\$ 70,000	\$70,000						
2013	Tertiary Filter Design -PDG		\$ 200,700	\$200,700						
2014	Sludge Holding Tank Rehab		\$ 150,000		\$150,000					
2014	Tertiary Filter Purchase		\$ 900,000		\$900,000					
2014	Tertiary Filter Construction		\$ 250,000		\$250,000					
2014	Standby Generator		\$ 350,000		\$350,000					
2015	New Influent Channel Screen		\$ 245,000			\$245,000				
2016	Blower Replacement		\$ 175,000				\$175,000			
Wastewater Systems - Subtotal			\$ 2,355,700	\$ 285,700	\$ 1,650,000	\$ 245,000	\$ 175,000	\$ -	\$ -	\$ -
Wastewater Collection - Repairs/Needs Amounts - 5 Year (as currently projected)						\$ 420,000				

**Wastewater Collection**

YEAR										
2013	S Professor (Morgan to bike path)	C	\$ 207,562	\$207,562						
2013	North Main (BOE to Lorain)	C	\$ 242,780	\$242,780						
2013	South Main (Groveland to Edison)	C	\$ 201,258	\$201,258						
2013	West College (College Pl to Main)	C	\$ 86,970	\$86,970						
2013	I&I Study		\$ 35,000	\$35,000						
2015	S. Professor St.		\$ 141,600			\$141,600				
2016	Elm St.		\$ 150,100				\$150,100			
2016	Select Improvements phased with Streets		\$ 300,000				\$300,000			
2017	Select Improvements phased with Streets		\$ 300,000					\$300,000		
2018	Select Improvements phased with Streets		\$ 300,000						\$300,000	
2019	Select improvements phased with Streets		\$ 300,000							\$300,000
Wastewater Collection Systems - Subtotal			\$ 2,265,270	\$ 773,570	\$ -	\$ 141,600	\$ 450,100	\$ 300,000	\$ 300,000	\$ 300,000
Wastewater Collection - Repairs/Needs Amounts - 5 Year (as currently projected)						\$ 1,491,700				

**Ohio Public Works Commission**  
Five Year Capital Improvement Plan/Maintenance of Effort

City of Oberlin  
Subdivision

093-57834  
Code

Lorain  
County

September 2014

Date		2015	2016	2017	2018	2019
2013	2014	1	2	3	4	5

Project Name/Description	Funding Codes(s)	Status (A) Active (C) Complete	Total Cost	Two Year Effort		Five Year Plan				
				Yr - 2013	Yr - 2014	Yr - 2015 Planned	Yr - 2016	Yr - 2017	Yr - 2018	Yr - 2019

Stormwater Collection										
YEAR										
2013	S. Professor St.	C	\$ 8,600	\$8,600						
2013	S. Professor St.	C	\$ 8,600	\$8,600						
2013	S. Professor St.	C	\$ 8,600	\$8,600						
2013	S. Professor St.	C	\$ 8,600	\$8,600						
2013	S. Professor St.	C	\$ 7,300	\$7,300						
2013	S. Professor St.	C	\$ 46,800	\$46,800						
2013	West College St. (Split Segment)	A	\$ 20,000		\$20,000					
2014	SR58 All segments	A	\$ 20,000		\$20,000					
2014	SR511 All segments		\$ 26,820		\$26,820					
2014	Reserve Ave		\$ 118,164		\$118,164					
2014	Reserve Ave. Across Ward Farm		\$ 8,600			\$8,600				
2015	S. Professor St.		\$ 40,000			\$40,000				
2015	N. Prospect		\$ 40,000			\$40,000				
2015	Morgan (all segments)		\$ 36,400				\$36,400			
2016	Elm St.		\$ 56,700				\$56,700			
2016	Elm St.		\$ 43,000				\$43,000			
2016	Elm St.		\$ 17,700				\$17,700			
2016	Forest St.		\$ 30,000				\$30,000			
2016	Forest St.		\$ 20,000				\$20,000			
2016	Cedar		\$ 60,000					\$60,000		
2017	East College St.		\$ 20,070					\$20,070		
2017	West College		\$ 32,200					\$32,200		
2017	N. Pleasant St.		\$ 57,800					\$57,800		
2017	N. Professor St.		\$ 60,000						\$60,000	
2018	Lincoln (all segments)		\$ 11,500						\$11,500	
2018	Groveland St.		\$ 18,500						\$18,500	
2018	Groveland St.		\$ 58,300						\$58,300	
2018	Groveland St.		\$ 180,000						\$180,000	
2018	Lincoln Phase 3									
Stormwater Collection Systems - Subtotal			\$ 1,064,254	\$ 88,500	\$ 184,984	\$ 88,600	\$ 203,800	\$ 170,070	\$ 328,300	\$ -
Stormwater Collection - Repairs/Needs Amounts - 5 Year (as currently projected)						\$ 790,770				

Solid Waste Disposal										
YEAR										

**SOUTH PROFESSOR ST.  
EXISTING CONDITIONS**

**South Professor at West Hamilton, Splashzone at end of the street**



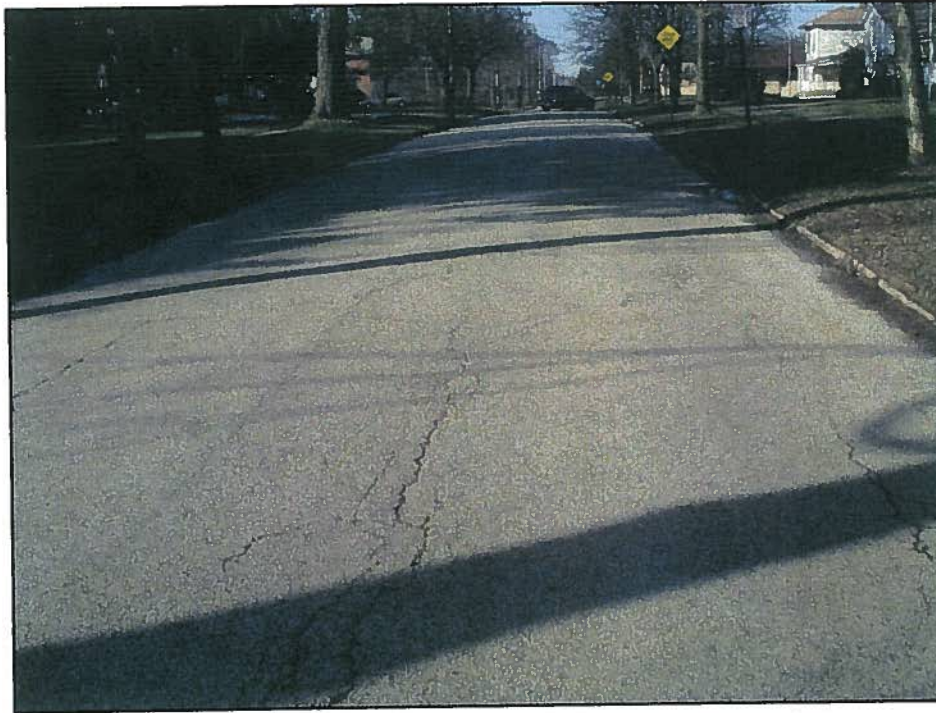
**South Professor from Hamilton to Lincoln**



Pavement condition this segment: Asphalt over concrete. Extensive block cracking with secondary cracks. Moderate raveling, open cracks, crack erosion. Utility repairs, spot repairs.



**South Professor from Lincoln to Bike Path**



**South Professor, south terminus of Phase 1 project**



Pavement condition this segment: Asphalt over brick. Structural deformation/rutting. Moderate raveling. Numerous utility patches. Longitudinal and transverse unsealed cracks.

## **WEST HAMILTON ST. PROPOSED MULTI-USE TRAIL EXTENSION**

**Lorain County Metroparks Splashzone at West Hamilton/South Professor  
looking west to City of Oberlin Recreation Complex**



**Easterly terminus of existing multi-use trail at City of Oberlin Recreation Complex  
Looking east to Lorain County Metroparks Splashzone in West Hamilton R/W**



**ODNR Natureworks Sign on existing multi-use trail extension at City of Oberlin Recreation Complex**





**FACILITIES LEGEND**

- ① OBERLIN COLLEGE CAMPUS
- ② UNITED METHODIST CHURCH
- ③ OBERLIN HERITAGE CENTER
- ④ DEPOT PARK
- ⑤ OBERLIN COMMUNITY SERVICES
- ⑥ OBERLIN MUNICIPAL LIGHT & POWER
- ⑦ LORAIN COUNTY SPLASH ZONE PARK
- ⑧ OBERLIN RECREATION COMPLEX (BASEBALL/SOFTBALL/SOCCER)

- = PHASE 1 (COMPLETED 2013) RESURFACING W/ DEDICATED BIKE LANES
- = PROPOSED RESURFACING W/ SHARED LANE MARKINGS
- = PROPOSED BIKEPATH EXTENSION
- = EXISTING BIKEPATH
- = PLANNED SIDEWALK EXTENSION





CITY OF OBERLIN

AREA MAP

**BIKEPATH/LANE IMPROVEMENT**

**PROJECT - PHASE 2**



**CITY OF OBERLIN**  
**S. PROFESSOR ST. IMPROVEMENT**  
**PROJECT - PHASE 2**  
**LOCATION MAP**

