

**RITTMAN CITY COUNCIL – AGENDA  
REGULAR MEETING  
Monday, October 12, 2026 at 7:00 p.m.**

- 1. Invocation**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approval of Minutes**
  - a. September 28, 2026**
- 5. Workshop**
  - a. Erik Pietras with Great Lakes Community Partnership on a rate study for water and sewer.**
- 6. Citizens Forum**
- 7. Old Business**
  - a. Motion to remove Ord. No. 8536 from the table.**
  - b. Ord. No. 8536 An Ordinance of the Council of the City of Rittman, Wayne and Medina Counties and State of Ohio, amending Chapter 1325 Sign Regulation of the Codified Ordinances of the City of Rittman. Third Reading.**
- 8. New Business**
  - a. Ord. No. 8547 An Ordinance of the Council of the City of Rittman, Wayne and Medina Counties and State of Ohio amending the Annual Appropriation Ordinance No. 8492, as amended according to the attached sheet(s) and declaring an emergency. Three Readings.**
  - b. Res. No. 8548 A Resolution of the Council of Rittman, Wayne and Medina Counties and State of Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation according to the attached sheet(s) and declaring an emergency. Three Readings.**
  - c. Res. No. 8549 A Resolution of the Council of the City of Rittman, Wayne and Medina Counties and State of Ohio, authorizing the Municipal Manager to apply for, accept, and enter into a Cooperative Agreement with the Ohio Water Development Authority**

**for construction of waterline improvements on S. Main Street and declaring an emergency. Three Readings.**

- 9. City Manager's Remarks**
- 10. Finance Director's Remarks**
  - a. Approval of Financial Report for September, 2026**
- 11. Second Citizens Forum**
- 12. Council Remarks**
- 13. Adjournment**

RECORD OF PROCEEDINGS

Minutes of Council

Meeting

DAYTON LEGAL BLANK, INC. FORM NO. 10148

Held September 28, 2026

Rittman City Council Met in a  
REGULAR MEETING  
Monday, September 28, 2026  
7:00 P.M.

**Members Present:** Don Sweigert, Sonya Hayward, Amanda Nelson, Rich Schumacher, Missy Shows and Nick Huff  
**Members Absent:** None  
**Presiding:** Mayor Rudy Arnold

The invocation was given by Pastor Clark Genet followed by the pledge of allegiance.

Approval of Minutes

a. September 14, 2026. Nelson moved to approve. Council discussed whether minutes should identify individual members who ask questions during workshop sessions. It was noted that detailed discussion attribution is not required, although a specific amendment to the minutes could be requested. All Yeas on roll call and **motion carried.**

Citizens Forum

Teresa McAvinew – 80 Bellevue Street – Reported a large sunken hole between 251 and 255 Industrial and requested that vegetation along the creek be cut.

Old Business

a. Ord. No. 8536 An Ordinance of the Council of the City of Rittman, Wayne and Medina Counties and State of Ohio, amending Chapter 1325 Sign Regulation of the Codified Ordinances of the City of Rittman. Third Reading. Ord. No. 8536 was read on third reading. Council reviewed newly circulated revisions to the sign regulations, including a proposed 25-square-foot sign limit, treatment of existing larger signs, flags and flagpoles, projected holiday images, signs in public rights-of-way, and nonconforming signs and billboards. It was reported that content-based provisions of the current ordinance were not being enforced and that enforcement was limited to sign size and location. Council requested feedback by Friday so that a revised draft could be circulated and made available for public review before the next meeting. Councilwoman Nelson amended the pending motion to table the ordinance until the next meeting, All Yeas on roll call, and **motion carried.**

New Business

a. Ord. No. 8544 An Ordinance of the Council of the City of Rittman, Wayne and Medina Counties and State of Ohio, Extending a Moratorium on the receipt, processing, issuance and approval of any application for a zoning certificate for NICS 518-Data processing, hosting and related services (Data Centers) under the City’s Planning and Zoning Code for an additional 180 days; and declaring an emergency. Three Readings. Ord. No. 8544 was read on first reading. Nelson moved to suspend the rules, all Yeas on roll call and **motion carried.** Huff moved to adopt. Council discussed the additional review period, available land, possible future data-center development, limited employment, water and sewer capacity, and potential conditions or revenue associated with a project. Huff moved to extend the moratorium to 540 days. Upon roll call Schumacher - No, Huff – Yes, Shows – No, Nelson – No, Sweigert – No, Hayward – No and **motion fails.** Huff moved to adopt the 180-day extension, all Yeas on roll call and **motion carried.**

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Council

Meeting

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Held September 28,

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b. **Ord. No. 8545 An Ordinance of the Council of the City of Rittman, Wayne and Medina Counties and State of Ohio amending the Annual Appropriation Ordinance No. 8492, as amended according to the attached sheet(s) and declaring an emergency. Three Readings.** Ord. No. 8545 was read on first reading. Huff moved to suspend the rules, all Yeas on roll call and **motion carried**. Schumacher moved to adopt. The Finance Director explained that the appropriations included returnable-bond contractual services associated with a house fire, fire-department salary and pension funding for the remainder of the year, a \$100,000 general-fund transfer to the fire levy fund, and related estimated resources. All Yes on roll call, and **motion carried**.

c. **Res. No. 8546 A Resolution of the Council of the City of Rittman, Wayne and Medina Counties and State of Ohio, authorizing the Finance Director to make advances and/or transfers to or from appropriate accounts and declaring an emergency. Three Readings.** Res. No. 8546 was read on first reading. Schumacher moved to suspend the rules, all Yeas on roll call, and **motion carried**. Hayward moved to adopt. The Finance Director stated that the resolution would allow transfers of the remaining \$100,000 budgeted for fire and EMS and the additional \$100,000 approved for fire. All Yeas on roll call, and **motion carried**.

d. **Motion to Approve Arshan LLC, IGA of 220 N. Main Street, formerly Rittman IGA, for a Liquor License.** Schumacher moved to approve. Council confirmed that the existing liquor license would remain the same and that the request concerned a name change. All Yeas on roll call, and **motion carried**.

## **City Manager's Remarks**

The City Manager reported that Main Street water-line work was progressing and that Hicken Road resurfacing had begun earlier than expected because Melway had an opening in its schedule. The City Manager also reported that IGA was considering a pharmacy and may seek financing through CRA or CIC programs.

## **Finance Director's Remarks**

The Finance Director reported that budget preparation was underway. Meetings with directors and chiefs were planned for the following week, and the budget was expected to be presented at the second meeting in October because of the scheduled workshop.

a. **Approval of Financial Report for August, 2026.** Huff move to approve. Council reviewed a \$33,921 Duke's Root Control invoice for sewer-collection root removal; American Express charges, including approximately \$40,000 for Kimble trash services; the employee-assistance program renewal; \$17,798 in sewer maintenance parts from Control Associates; and a \$107,000 collection-and-distribution building project. Council also discussed permissive-tax fund requests, encumbrances and remaining-budget estimates, and streetlight expenditures. The Finance Director stated that streetlight expenditure information would be provided to the requesting council member. All Yeas on roll call and **motion carried**.

## **Second Citizens Forum**

Jerry Conley – 66 Grant Street – Asked about how the proposed sign ordinance would apply to American flags, garden flags, projected holiday displays, bunting, and residential signs. Council stated that the ordinance remained under review, with proposed restrictions focused on size and location, and encouraged public review and comment on the revised draft before the next meeting.

Bill Robertson – 100 Liberty Street – Reported that Council had previously reviewed the practice of preparing detailed verbatim minutes and stated that roll-call votes constitute the legal record of Council's action.

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Minutes of Council Meeting

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Council Remarks

Nelson – Reported on the Downtown Rittman Beautification Initiative, including the forthcoming fall flower-pot contest, downtown planter maintenance, volunteer opportunities, and future downtown beautification and holiday activities.

Sweigert – Noted the reported Industrial Street hole and requested an update on implementation of the downtown design grant. It was reported that AMATS would issue a request for qualifications for the design work; the City received a \$50,000 grant with no city match, and the study would address downtown mobility, including possible bicycle and sidewalk improvements. He also inquired about the City Manager’s contract, and it was stated that the term runs through 2030. He asked if there was a separation clause and it is a 6 months contract payment of salary/benefits, if without cause.

Hayward – Requested the original grant restrictions for the nature preserve in response to questions about activities there. It was stated that the available grant materials would be forwarded. She also noted the upcoming Ries Ride and her planned volunteer participation.

Shows – Thanked attendees and invited residents to contact Council members with questions or input on the proposed sign ordinance.

Schumacher – Noted that event organizers may be required to provide a certificate of insurance. He read a thank-you card from Michelle, Abby, and Maddie Ries for Council’s support of the dinner following Scott Ries’s funeral. He announced Boo at the School on October 31 at 7:30 p.m. and the Lions reverse raffle and comedy night on November 14.

Huff – Thanked attendees and invited residents to contact him with concerns.

a. Motion to Go Into Executive Session to discuss the hiring, firing or discipline of a city employee and Invite the Mayor and Law Director – 8:19 p.m. Huff so moved. Second by Hayward, upon roll call Huff – Yes, Nelson – No, Shows – Yes, Schumacher – Yes, Sweigert – Yes, Hayward - Yes and motion carried.

b. Motion to Come Out of Executive Session – 9:34 p.m. Huff so moved, all Yeas on roll

Adjourn: 9:35 p.m. Sweigert moved to adjourn, all Yeas on roll call and motion carried.

Mayor

Clerk of Council

# RECORD OF ORDINANCES

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Ordinance No. 8536

Passed: \_\_\_\_\_, 2026

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## ORDINANCE NO. 8536

### **AN ORDINANCE OF THE COUNCIL OF THE CITY OF RITTMAN, WAYNE AND MEDINA COUNTIES AND STATE OF OHIO, AMENDING CHAPTER 1325 SIGN REGULATIONS OF THE CODIFIED ORDINANCES OF THE CITY OF RITTMAN.**

WHEREAS, certain provisions of Chapter 1325 of the codified ordinances of the City of Rittman are outdated or unenforceable; and,

WHEREAS, rather an amending or omitting each individual item desired to be changed, the entire chapter 1325 shall be rewritten.

NOW THEREFORE, be it ordained by the Council of the City of Rittman, Counties of Wayne and Medina and State of Ohio, two-thirds of all members elected and appointed thereto concurring:

#### **SECTION ONE.**

Section 1325 shall be amended and restated in its entirety as follows:

#### **1325.01 SIGN CODE DEFINITIONS.**

(a) For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

#### **(b) DEFINITIONS:**

- (1) A-FRAME SIGN: See SANDWICH BOARD SIGN
- (2) ABANDONED SIGN: A sign that is Deteriorated (as defined in herein), or is not adequately maintained, repaired, or removed within the specified time as ordered by this chapter.
- (3) ADDRESS SIGN: Any street location identifier.
- (4) ANIMATED SIGN: Any sign that uses movement or change of artificial or natural lighting, within the sign face area, or uses smell, or noise.

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- (5) **AWNING SIGN:** A roof-like structure or projecting fabric cover attached to the exterior wall of a building over a door or window.
- (6) **BANDIT SIGNS:** A sign constructed, in whole or substantial part, of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood, or other like materials that is not protected from exposure to the natural elements, but is made of weather-resistant materials that last for more than 7 days but less than 60 days without significant loss through exposure to the elements or wear and tear.
- (7) **BANNER: (FLAG)** A non-freestanding, nonrigid cloth, plastic, paper, or canvas with a design, picture, or writing on it, or a Streamer.
- (8) **BILLBOARD:** An outdoor sign where the Sign Face Area exceeds 60 square feet in area.
- (9) **BLADE SIGN.** See PROJECTING SIGN
- (10) **BUILDING MOUNTED SIGN: (ROOF SIGN, WALL SIGN)** Any sign attached to, mounted, engraved, or erected against the outside wall of a building or structure, with the exposed display surface of the sign in a plane parallel to the building facade. Wall signs include painted murals, messages, graphics and other designs painted along with any letters or numerals mounted directly on buildings and any extensions thereon.
- (11) **CHANGEABLE COPY SIGN (MANUAL):** A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged by manual means without altering the face or surface of the sign.
- (12) **CHANGEABLE COPY SIGN (MECHANICAL/ELECTRICAL):** A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged by mechanical, or electronic means without altering the face or surface of the sign, but is not an Electronic Sign.
- (13) **COMMERCIAL SIGN:** Any sign or banner that contains text and/or graphics designed proposing or promoting a commercial transaction or directing attention to a business, commodity or service.
- (14) **DETERIORATED:** Showing signs of weathering, rust, corrosion, exposed wiring, chipped paint or faces, cracked, broken, torn, or missing faces, or loose materials, or other evidence of disrepair
- (15) **ELECTRONIC SIGN:** Any sign, or portion of a sign, that displays an electronic image or video, which may or may not include text. This definition includes television screens, plasma screens, digital screens, LED screens, video boards, holographic displays, and other similar media.
- (16) **FLAG:** see BANNER.
- (17) **FREE-STANDING SIGN: (GROUND SIGN, MONUMENT SIGN)** A sign supported by or suspended from posts, pillars, columns, or other structures which are not a building or portion thereof.

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- (18) **FRONTAGE (LOT):** The liner measurement of the border of a Lot that directly abuts a public right of way.
- (19) **GAS-INFLATABLE SIGN/DEVICE:** Any device which is capable of being expanded by any gas and used on a permanent or temporary basis.  
This definition includes both hot and cold-air balloons tethered or otherwise anchored to the ground.
- (20) **GROUND SIGN:** See **FREE-STANDING SIGN**.
- (21) **HEIGHT (SIGN STRUCTURE):** The maximum vertical distance between the highest point of the sign structure and the finished grade directly below it. Sign height may not be artificially increased by the use of mounding.
- (22) **HUMAN SIGN (OR HUMAN BILLBOARD):** A sign that is held or worn by a person, including but not limited to a human directional, sign walkers/wavers/twirlers, and “sandwich persons.” Human Sign does not include text or images that are displayed on a traditional article of clothing such as a jacket, shirt, pants, or hat.
- (23) **ILLUMINATION, EXTERNAL:** A constant (non-flashing) source of light directed towards signs so that the beam falls upon the exterior surface of the sign and so arranged that no direct rays of light project from such artificial source into residences or streets.
- (24) **ILLUMINATION, INTERNAL:** Means a source of illumination enclosed entirely within the sign and not directly visible from outside the sign.
- (25) **LOT: (PARCEL)** a platted parcel or other tract of land separately identified with a unique parcel identification in the County Auditor’s Records.
- (26) **MESSAGE AREA: (SIGN FACE AREA)** Means the area within a continuous perimeter that surrounds, but is not limited to, each word, graphic, symbol, number, and illustration.
- (27) **MONUMENT SIGN:** See **FREE-STANDING SIGN**.
- (28) **MOTION SIGN:** Means any sign or portion of a sign which moves, other than a banner.
- (29) **MURAL:** Means a hand-painted, hand-tiled, or other similarly created or digitally printed image on the exterior wall of a building.
- (30) **NONCONFORMING SIGN:** A pre-existing legal sign which does not conform to the standards set forth in this chapter.
- (31) **PARCEL:** See **LOT**
- (32) **PERMANENT SIGN:** A sign for which a permit has been granted as a permanent sign, and is a sign constructed of materials to be protected from exposure to the natural elements for more than one year or is made of materials that are weather-resistant for multiple years without significant deterioration from exposure to the elements or wear and tear. 33. **POLE SIGN:** See **GROUND SIGN**.
- (33) **PORTABLE SIGN:** A sign constructed of metal, wood, nylon, or other weather-resistant materials designed to withstand exposure from the natural elements for more than 60 days

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without significant loss through exposure to the elements or wear and tear, and for which a permanent sign permit has not been obtained.

- (34) PROJECTED IMAGE: An image projected onto a building, structure, or sign, or on the ground.
- (35) PROJECTING SIGN: (BLADE SIGN) A sign that is wholly or partly dependent upon a building for support or suspended from a pole attached to a building. Such signs must be perpendicular to the building face upon which they are attached.
- (36) REFACING: Any alteration to the face of a sign involving the replacement of materials or pans. Refacing does not refer to replacing the entire sign structure or the removal of the sign.
- (37) ROOF SIGN: see BUILDING MOUNTED SIGN.
- (38) SANDWICH BOARD SIGN (A-FRAME SIGN, SIDEWALK SIGN). A sign with two hinged boards or faces which can be placed on the ground, or a rigid sign that is worn on the front and back of a person, that is used on a temporary basis.
- (39) SIDEWALK SIGN: See SANDWICH BOARD SIGN
- (40) SIGN: Text, illustrations, or shapes which are affixed to, portrayed, or depicted directly or indirectly upon any surface for outdoor public view. This definition includes all signs visible from any public right-of-way or adjacent property.
- (41) SIGN FACE AREA: See MESSAGE AREA
- (42) SIGN STRUCTURE: The supporting unit of a sign face, including but not limited to frames, braces and poles. If the Sign Structure has a communicative element to it, the Sign Structure is included in the Message Area.
- (43) SNIPE SIGN: A sign that, in whole or substantial part, is not made of weather-resistant material and not adequately protected from the natural elements.
- (44) STREAMER: means any lightweight plastic, fabric or other material, whether or not containing a message of any kind, usually suspended in series. A streamer may have pennants and/or banners attached.
- (45) TEMPORARY SIGN: A SNIPE SIGN, BANDIT SIGN, or PORTABLE SIGN.
- (46) TRAILER SIGN: Any sign which is attached to, supported by, or part of a structure, where the structure's primary purpose is the display of such sign, and where the structure is designed to move on trailer wheels, skids, or other similar devices, or transported, pushed, or pulled by a motor vehicle, whether or not such trailer is parked or being towed.
- (47) VARIANCE (SIGN): a variance may be granted allowing deviations from regulations established by this chapter for: height and width of the sign area, height and width of the message area, setback, lighting, or time, place, and manner restrictions, where practical difficulties unique to the property in question prevent full compliance with such provisions.
- (48) VEHICLE SIGN: A sign placed in or attached to a motor vehicle, trailer, railroad car, or light rail car that covers more than 60% of the visible surface of the vehicle.

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(49) WALL SIGN: See BUILDING MOUNTED SIGN.

(50) WIDTH (SIGN STRUCTURE): The maximum horizontal or semi-horizontal distance between the two points of a sign structure.

(51) WINDOW SIGN: Any signs, posters, symbols and other types of identification, directly attached to the window of a building or erected on the inside of the building and visible from any public right-of-way or adjacent property.

(52) ZONING OFFICIAL: The individual appointed by the City Manager to perform any task related to zoning inspection or enforcement.

### 1325.02 PURPOSE.

(a) Signs obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation. In addition to causing distractions and obstructions that may contribute to traffic and pedestrian accidents, signs are as much subject to control as noise, odors, debris and like characteristics of a use that, if not controlled and regulated, may become a nuisance to adjacent properties or the community in general.

(b) The purpose of this article is to regulate the size, color, illumination, movement, materials, location, height, and condition of all signs for exterior observation for the following reasons:

- (1) preserve the noncommercial character of residential neighborhoods, and to provide reasonable, yet appropriate, conditions for identifying businesses and services rendered in commercial districts;
- (2) reduce traffic and pedestrian hazards by restricting signs, including signs with lights and/or motion, which exceed the viewers' capacity to receive information or which increase the probability of accidents created by distracting attention or obstructing vision;
- (3) promote expeditious and safe navigation and wayfinding for pedestrian and vehicular traffic through legible and appropriate signs;
- (4) preserve order, attractiveness, and cleanliness, maintain open spaces, avoid the appearance of clutter, and prevent nuisances and invitations to vandalism;
- (5) require signs are constructed and maintained in a structurally sound and attractive condition;
- (6) maintain property values and ensure compatibility with surrounding landscape and architecture including, but not limited to, areas of historical significance;
- (7) encourage aesthetic quality in the design, location, and size of all signs;

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- (8) protect the public peace, general health, safety and welfare, convenience, and comfort, and to protect and encourage a more attractive economic, business, and overall physical appearance of the community.

(c) This article must be interpreted in a manner consistent with the First Amendment guarantee of free speech. If any provision of this article is found by a court of competent jurisdiction to be invalid, such finding must not affect the validity of other provisions of this article which can be given effect without the invalid provision.

### 1325.03 PROHIBITED SIGNS.

(a) Signs are prohibited in all districts unless constructed in compliance with the codified ordinances of the City of Rittman and any other applicable regulations, or a variance granted pursuant to Section 1151.08.

(b) Any sign requiring a permit in accordance with this Chapter and not having said permit shall be prohibited.

(c) Abandoned Signs are prohibited in all districts.

(d) Unattended signs on public property, including but not limited to parks and rights-of-way, shall be considered abandoned signs. These abandoned signs may be disposed of or destroyed without notice. Such disposal or destruction is not subject to appeal.

### 1325.04 AUTHORIZED SIGNS.

(a) The following signs are authorized in every district subject to the size and location restrictions contained in this chapter:

(1) Signs erected and maintained by the Federal government or the State of Ohio.

(2) Any sign required to be posted by the Federal government, the State of Ohio, or a court of competent jurisdiction.

(3) Signs erected and maintained by this municipality.

(4) Signs required to be posted by this municipality.

(5) Traffic control devices on private or public property erected and maintained to comply with the Manual on Uniform Traffic Control Devices adopted by the Federal Highway Administration.

(6) Address Signs

(7) Animated Signs

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- (8) Bandit Signs
- (9) Banner (Flag)
- (10) Billboard
- (11) Changeable Copy Sign (Manual) / (Mechanical/Electrical)
- (12) Commercial Sign
- (13) Electronic Sign
- (14) Free-Standing Sign (Ground Sign/Monument Sign)
- (15) Gas Inflatable Sign/Device
- (16) Human Sign
- (17) Motion Sign
- (18) Mural
- (19) Portable Sign
- (20) Projected Images
- (21) Projecting Signs
- (22) Sandwich Board Sign (A-Frame Sign, Sidewalk Sign)
- (23) Snipe Sign
- (24) Streamer
- (25) Temporary Sign (collectively Snipe, Bandit and Portable signs)
- (26) Trailer Sign
- (27) Vehicle Sign
- (28) Wall Sign
- (29) Window Sign

### 1325.05 CITY-WIDE CATEGORICAL RESTRICTIONS

#### (a) Measurement.

- (1) With regards to any existing or proposed sign, the Zoning Official or Property Maintenance Inspector shall be authorized to determine each of the following:
  - A. The type of sign (included type of Temporary Sign) within the definitions contained in Subsection 1325.01 above; or
  - B. whether a Sign Structure has a communicative element to it (and is therefore part of the Message Area); or
  - C. the Height, Width, or other measurable characteristics of a Sign or component thereof; and
  - D. whether a sign is Abandoned or Deteriorated as defined herein.

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- (2) For signs with Internal Illumination, the entire lighted surface shall be considered the Message Area.
- (3) For spherical Sign Structures or portion thereof, the sphere shall be dissected by an imaginary line through the center of the sphere and the surface area of the half sphere shall be counted as the sign face. For cubical Sign Structures or portion thereof, the area of all display faces (all faces that are not parallel to the ground) shall be included in determining the area of the sign. The Zoning Official or Property Maintenance Inspector shall have discretion to use a similar methods of calculation for Sign Structures that are not flat, but have non-cubical or non-spherical shapes.
- (4) Where a sign has two or more display faces, the area of all faces of the sign shall be included in determining the area of the sign unless two display faces join back to back, are parallel to each other and not more than 24 inches apart, or form a V-angle of less than 45 degrees.

### 1325.06 DISTRICT REGULATIONS

- (a) Residential Districts. Only the following signs are permitted in the R-E, R-1, R-2 and R-3 Districts:

- (1) One (1) name plate not exceeding one (1) square foot in area shall be permitted for each dwelling.
- (2) Two (2) flags not exceeding fifteen (15) square feet in area each shall be permitted for each dwelling or parcel. A freestanding flagpole shall not exceed twenty-five (25) feet in height and shall be located outside the public right-of-way and so as not to create a sight-distance or safety hazard.
- (3) A church, school, community center or other public or institutional building or quasi-public building for its own use may erect one (1) announcement sign or bulletin board not over twenty-five (25) square feet in area.
- (3) Signs incident to legal process and necessary to the public safety and welfare, as required by law or provided or approved by the City Manager or Designee.
- (4) One (1) identification sign indicating the name and address of multifamily apartment developments. Such signs shall not exceed ten (10) square feet in area

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and shall not be located closer than six (6) feet to the street right-of-way nor closer to any side lot line than ten (10) feet.

(b) Commercial Districts. The following signs are permitted in C-1 and C-2 Districts provided no business sign shall be located closer than thirty-five (35) feet to any lot in any R District, and except as provided elsewhere in these regulations:

(1) All signs as permitted in subsection (a) hereof.

(2) One (1) exterior wall sign may be erected except that a building on a corner lot or at the end of a block of buildings may have one (1) sign for each of two (2) building sides. Such sign may be affixed flat against the wall of buildings with the face of the sign no more than one (1) foot from the surface of the wall. No wall sign shall extend beyond the surfaces of the building. No sign shall exceed fifty (50) square feet in area or fifteen (15) percent of the area of the front surface of the building on which the sign is located, whichever sign area is the lesser; or

(3) One (1) pole sign provided such sign shall not have an area of more than twenty (20) square feet per side. A pole type business sign shall be set back no less than half the required setback, and shall be no more than twenty (20) feet in height or the height of the addressed building, whichever is the lesser.

(4) Window signs and storefront business-identification signs are permitted. The aggregate area of window signs on a street-facing storefront shall not exceed twenty-five percent (25%) of the glazed area of that storefront. Window signs shall not be placed so as to obstruct required building egress or create a safety hazard.

(5) Required business-identification signage under Chapter 1164 may be satisfied by a lawful wall sign, window sign, projecting sign, awning sign, or other sign type permitted by this Chapter.

(c) C-2 Districts. The following signs are permitted in C-2 Districts only:

(1) All signs as permitted in subsection (a) hereof.

(2) If designed as an integral part of the facade of the building, the one (1) exterior wall sign permitted may have an area devoted to signing or other types of identification of one hundred (100) square feet or fifteen (15) percent of the area of the surface of the building on which the sign is located, whichever sign area is the lesser.

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(3) If located no closer than twenty (20) feet to any street right-of-way line and fifty (50) feet to any other property line, the one (1) pole type business sign permitted may have an area of one hundred (100) square feet per side. Such signs shall not exceed twenty-five (25) feet in height.

(d) Industrial Districts. The following signs are permitted in the M Districts provided no sign shall be located closer than thirty-five (35) feet to any lot located in any R District:

(1) All signs as permitted in subsection (a) hereof.

(2) One (1) exterior wall sign may be erected. Such sign shall be affixed flat against the wall of the building. No sign shall extend beyond the face of the building to which it is attached. No sign shall exceed one hundred (100) square feet in area or fifteen (15) percent of the area of the front surface of the building on which the sign is located, whichever sign area is the lesser or one (1) pole sign which advertises an industrial activity conducted upon the premises and/or advertises products, merchandise or commodities produced on the premises may be permitted. Such sign shall not have an area of more than twenty (20) square feet per side. Such sign shall be set back no less than one-half the required yard depth and shall not exceed twenty (20) feet in height or the height of the addressed building whichever is the lesser.

(e) Illumination:

(1) External Illumination. External Illumination of a sign shall be permitted. Light fixtures shall be screened from view by site grading or evergreen shrubs. No exposed light sources are permitted.

(2) Internal Illumination. Internal Illumination of a sign shall be permitted. No additional background lighting or illuminated borders or outlines shall be permitted.

(3) The level of illumination emitted or reflected from a sign shall not be of intensity sufficient to constitute a demonstrable hazard to vehicular traffic on any right-of-way or parking lot from which the sign may be viewed.

(f) Time Limits for display of Temporary Signs

a. Temporary signs shall not be attached to utility poles, traffic-control devices, street signs, trees located in a public right-of-way, or other public property unless expressly authorized by the City and the owner of the utility pole.

## RECORD OF ORDINANCES

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Ordinance No. 8536

Passed: \_\_\_\_\_, 2026

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- b. Temporary signs authorized as part of a City-approved festival, market, public event, civic program, or similar activity as well as all Snipe and Bandit signs shall be replaced or removed when there are signs of Deterioration.

(g) Electronic/Changeable-Copy Signs

- (1) Electronic or mechanically changeable-copy signs are permitted only where the underlying district regulations authorize the principal sign type on which the electronic or changeable-copy component is located.
- (2) Electronic messages shall remain static for not less than eight (8) seconds. Flashing, blinking, scrolling, video, animation, or rapid movement is prohibited.
- (3) Electronic signs shall include automatic dimming controls and shall not be of an intensity that creates glare or constitutes a traffic or safety hazard.
- (4) No electronic sign shall simulate or imitate an official traffic-control device or emergency signal.

### 1325.07 VARIANCE.

- (a) Standards for approval of a sign variance: The following factors shall be found by the Board of Zoning Appeals in determining practical difficulty or hardship:

- (1) That the variance will not impair any of the regulatory purposes provided within this chapter;
- (2) That special conditions and circumstances exist which are peculiar to the land or structure involved and which are not applicable generally to other lands or structures in the same zoning districts. Examples of such special conditions or circumstances are: exceptional irregularity, narrowness, shallowness, or steepness of the lot, or adjacency to nonconforming and inharmonious uses, structures, or conditions;
- (3) That the variance is the minimum necessary to resolve the practical difficulties prompting the variance request;
- (4) That the essential character of the neighborhood would not be substantially altered
- (5) That adjoining properties will not suffer substantial detriment as a result of the variance;
- (6) That the variance would not adversely affect the delivery of governmental services such as public safety services response, or water, sewer, or trash pickup; and
- (7) That the special conditions or circumstances on the property were not caused by the current owner who is requesting the variance.

## RECORD OF ORDINANCES

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(b) Variances shall not be granted where the special conditions and circumstances are the result of actions by the current owner of the property.

(c) Variance process: Authority to consider variance(s) from the terms of this title is granted to the Board of Zoning Appeals according to its procedures.

- (1) Temporary Sign while review pending: The applicant may erect a Temporary Sign while the sign variance application is pending before the Board of Zoning Appeals. The Temporary Sign must conform to all other provisions of this title.
- (2) No Modification. There shall be no modification of variances except by further consideration of the Board of Zoning Appeals.
- (3) Expiration of the variance: If for any reason construction of a sign has not commenced, the variance shall expire 2 months from the date on which it was granted. Extension of variances, without modification, may be applied for prior to the date of expiration. Extensions, up to an additional six (6) months, may be granted by the Board of Zoning Appeals if it finds that the requested extension is consistent with the purpose, policies, and intent of this chapter. Requests for renewal of expired variances shall be considered to be new variance applications.

### 1325.08 PERMITTING PROCESS

(a) Permit Required

- (1) A sign permit is required before installation, relocation, structural alteration, or enlargement of a permanent sign, an electronic sign, or any other sign for which this Chapter expressly requires a permit.
- (2) Permit Exemptions. A sign permit is not required for: (1) flags complying with this Chapter; (2) address signs; (3) lawful window signs that comply with the applicable window-coverage limits; (4) ordinary refacing of an existing lawful sign when no structural alteration, enlargement, or relocation occurs; (5) a temporary sign specifically authorized through a City event or temporary-use approval; or (6) a window sign used solely to provide property contact information, leasing or sale information, or approved City/community information required by Section 1164.05(b)(5), provided the sign otherwise complies with applicable size, placement, and safety requirements. Permit exemption does not exempt a sign from any substantive requirement of this Chapter.

(b) Application.

An application shall contain such information as the City Manager or their designee deems reasonably necessary for a determination of compliance, or noncompliance with the Sign Regulations, and to assist enforcement thereafter. The applicant shall sign the Application and each copy thereof, attesting to the truth and exactness of the information supplied.

## RECORD OF ORDINANCES

Ordinance No. 8536

Passed: \_\_\_\_\_, 2026

### (c) Application/Procedure, Appeal.

The fee for a sign permit shall be fifty dollars (\$50.00) per application unless a different fee is established by Council by ordinance or resolution. No separate sign permit fee shall be required for a sign expressly authorized as part of a City-issued event or temporary-use approval when the applicable approval fee has already been paid..

Any applicant may appeal the failure of the City Manager or designee to grant a Sign Permit, or to recommend it to be granted upon terms and conditions acceptable to the applicant, to the Board of Zoning Appeals. In order to perfect such appeal, the applicant shall file, within twenty (20) days of the City Manager's determination, or recommendation, or within sixty (60) days of the filing of the Application, if the City Manager has taken no action, an appeal to the Board of Zoning Appeals. The Board of Zoning Appeals shall then review the matter after affording the applicant an opportunity to be heard either in person, or in writing, and render a final determination within thirty (30) days of the filing of the appeal, unless such period is waived by the applicant, or extended by the Board of Zoning Appeals. Except to the extent otherwise appealable by law, the Board of Zoning Appeals 's decision shall be final.

### 1325.09 NONCONFORMING SIGNS

(a) For purposes of amortization, nonconforming signs may be continued from the effective date of this Code for a period not to exceed:

(1) A sign lawfully existing on the effective date of this Chapter that does not conform to one or more requirements of this Chapter may continue as a lawful nonconforming sign unless and until the sign is abandoned, removed, relocated, enlarged, structurally altered beyond ordinary maintenance or refacing, or damaged to the extent specified in subsection (d).

(b) Any sign that is altered, relocated, or replaced must be brought into compliance with all provisions of this Code within fifteen (15) days.

(c) The repainting of existing nonconforming signs shall not be considered an alteration within the meaning of this section. Refacing an existing nonconforming sign shall not be considered an alteration as long as the refacing constitutes an exact replica of the existing sign face. The design, color scheme, translucency, graphics, and text must exactly match those existing. If any portion of the replacement face(s) is not an exact replica of the original sign face, the replacement face(s) must be brought into compliance with this subchapter in so far as practicable.

(d) A nonconforming sign shall be brought into compliance if it is determined that 50% or more of the market value of the sign has been destroyed or taken down. Nonconforming signs

## RECORD OF ORDINANCES

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Ordinance No. 8536

Passed: \_\_\_\_\_, 2026

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that are damaged, but that are not required to be brought into compliance pursuant to this subsection, shall be repaired within 60 days.

### 1325.10 PROHIBITIONS/PENALTIES

- (a) Repetition Prohibited. Where this chapter specifies that a sign may be displayed only for a limited time, the owner of a property is prohibited from displaying the same or substantially similar sign on the property for a period of 1 calendar year from the date the sign is required to be removed from the lot.
- (b) Notice and Removal of Signs on Private Property.
  - (1) Signs placed or maintained on private property in violation of this chapter are prohibited. The Zoning Official or Property Maintenance Inspector is responsible for enforcing the provisions of this chapter. In addition to criminal penalties provided herein, the Zoning Official or Property Maintenance Inspector may pursue civil and administrative remedies, including but not limited to injunctive action in a court of competent jurisdiction.
  - (2) When a sign has been placed or maintained on private property in violation of this section, the Zoning Official or Property Maintenance Inspector shall order that the prohibited sign be removed or brought into compliance with this chapter by sending a notice of violation to the owner of the property. A period of not more than ten (10) calendar days from service of the notice of violation shall be permitted to remove or bring the sign into compliance. The notice of violation shall be considered served upon placement in regular U.S. mail or posting on the front entry door of the property.
  - (3) The property owner may appeal the notice of violation to the Board of Zoning Appeals by filing a written notice of appeal with the city clerk stating the grounds for the appeal. The notice of appeal must be filed with clerk before expiration of the ten (10) calendar day period allowed for the property owner to remove or bring the sign into compliance. The Board of Zoning Appeals shall hear the appeal at its next regular meeting occurring not less than ten (10) calendar days from the clerk's receipt of the notice of appeal. The Board of Zoning Appeals shall either enter its findings and decision on the appeal during the hearing or may take the matter under advisement and issue a decision not more than thirty (30) calendar days following the hearing.
  - (4) The Zoning Official or Property Maintenance Inspector's decision to file a criminal or civil complaint with a court of competent jurisdiction shall not be subject to this administrative appeal process.

## RECORD OF ORDINANCES

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Ordinance No. 8536

Passed: \_\_\_\_\_, 2026

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- (5) Upon failure of the owner or agent of the owner to remove or bring the sign into compliance as directed in the notice of violation, any duly authorized employee of the City shall be authorized to enter the property in violation and remove the sign to abate the violation. The costs of abatement shall be charged to the property owner. Unpaid costs shall be collected pursuant to the procedures currently in place by the City of Rittman and Wayne or Medina County.
- (c) Removal of Signs on Public Property. Unattended signs on public property, including but not limited to parks and rights-of-way, that have not been placed by the city, shall be considered abandoned signs. These abandoned signs may be disposed of or destroyed without notice or compensation. Such disposal or destruction is not subject to appeal.
- (d) Penalty. Any person, firm, corporation, partnership, or association violating any provision of this chapter or failing to obey any lawful order or failing to obey any lawful order issued pursuant to its terms shall be guilty of a minor misdemeanor. Each day during which such violation continues shall be deemed a separate offense.
- (e) Organizational Penalty. An organization may be convicted of a violation of a provision of this chapter under any of the following circumstances:
- (1) The offense is a minor misdemeanor committed by an officer, agent or employee of the organization acting in its behalf and within the scope of his office or employment, except that if the section defining the offense designates the officers, agents or employees for whose conduct the organization is accountable or the circumstances under which it is accountable, such provision shall apply.
  - (2) A purpose to impose organizational liability plainly appears in the section defining the offense, and the offense is committed by an officer, agent or employee of the organization acting in its behalf and within the scope of his office or employment, except that if the section defining the offense designates the officers, agents or employees for whose conduct the organization is accountable or the circumstances under which it is accountable, such provisions shall apply.
  - (3) The offense consists of an omission to discharge a specific duty imposed by law on the organization.
  - (4) If, acting with the kind of culpability otherwise required for the commission of the offense, its commission was authorized, requested, commanded, tolerated or performed by the board of directors, trustees, partners or by a high managerial officer, agent or

## RECORD OF ORDINANCES

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Ordinance No. 8536

Passed: \_\_\_\_\_, 2026

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employee acting on behalf of the organization and within the scope of his office or employment.

(5) Regardless of the penalties provided above, an organization convicted of a violation or a provision of this chapter shall be fined, which fine shall be fixed by the court as follows: \$100 per day the violation continues to exist.

1325.11 Coordination with Other Chapters.

Signs shall comply with this Chapter and with applicable provisions of other Chapters including, but not limited to Chapters 1163 and 1164. Where more than one Chapter applies to the same condition, they shall be read together so that compliance with one does not excuse compliance with the other. If a conflict remains, the more specific provision shall control.

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Mayor

Attest:

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

# RECORD OF ORDINANCES

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Ordinance No. 8547

Passed: \_\_\_\_\_, 2026

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## **ORDINANCE NO. 8547**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF RITTMAN, WAYNE AND MEDINA COUNTIES AND STATE OF OHIO, AMENDING THE ANNUAL APPROPRIATION ORDINANCE NO. 8492, AS AMENDED ACCORDING TO THE ATTACHED SHEET(S) AND DECLARING AN EMERGENCY.**

WHEREAS, certain appropriations are necessary for the continued operations of Municipal Services; and

WHEREAS, this Ordinance will provide for the efficient and lawful appropriations to fund Municipal Services; and

NOW THEREFORE, be it ordained by the Council of the city of Rittman, Counties of Wayne and Medina and State of Ohio, two-thirds of all members elected and appointed thereto concurring:

### **SECTION ONE.**

That the annual Appropriation Ordinance is amended pursuant to the attached Exhibit.

### **SECTION TWO.**

That a certified copy of this Ordinance be delivered to the Wayne County Auditor.

### **SECTION THREE.**

That because of the immediate need for the appropriation of said funds, this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health and safety and shall go into immediate force and effect upon its passage.

## RECORD OF ORDINANCES

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Ordinance No. 8547

Passed: \_\_\_\_\_, 2026

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Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Mayor

Attest:

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

**2026 APPROPRIATIONS AMENDMENT #11**

| <b>Fund</b>     | <b>Department</b>  | <b>Amount</b>  | <b>Description</b>                           |
|-----------------|--------------------|----------------|----------------------------------------------|
| Capital         | Police             | \$ 55,454.34   | Operations - Police Fleet                    |
| General         | Street Lights      | \$ 10,000.00   | Operations - Increasing Electric Costs       |
| Safety Services | Fire               | \$ 12,500.00   | Personnel - Salary/Pension                   |
| EMS             | EMS                | \$ 1,705.00    | Operations - Electric/Telephone/Med Supplies |
| Water           | Capital            | \$ 569,722.00  | Capital - S Main St Waterline & Filters      |
| Water           | Water Distribution | \$ 24,000.00   | Operations - Concrete for water line repair  |
| General         | Nature Preserve    | \$ (10,000.00) | Reallocation                                 |
| Safety Services | EMS                | \$ (12,500.00) | Reallocation                                 |
| EMS             | EMS                | \$ (1,705.00)  | Reallocation                                 |

**2026 ESTIMATED RESOURCES AMENDMENT #3**

| <b>Fund</b> | <b>Department</b> | <b>Amount</b> | <b>Description</b> |
|-------------|-------------------|---------------|--------------------|
| Capital     | Police            | \$39,400.00   | Insurance Payment  |

## 2026 Budget

|                                | 2026                | 2026                |
|--------------------------------|---------------------|---------------------|
| FUND                           | Budget Revenues     | Budgeted Expenses   |
| 100 General Fund               | 3,439,814           | 3,853,413.65        |
| 101 Budget Stabilization       | 0                   | 0                   |
| 205 Safety Services            | 1,252,910           | 978,840             |
| 210 Emergency Med. Serv.       | 669,268             | 770,958             |
| 220 Street Maint. & Repair     | 410,548             | 409,452             |
| 225 State Highway              | 33,484              | 30,000              |
| 228 American Rescue Plan Act   | 0                   | 2,026               |
| 230 Permissive Tax             | 50,000              | 50,000              |
| 235 Permissive Tax II          | 53,584              | 95,000              |
| 240 Police Pension             | 46,700              | 45,821              |
| 250 Law Enforcement & Educ.    | 200                 | 0                   |
| 251 Law Enforcement            | 7,801               | 17,000              |
| 252 OneOhio Opioid             | 500                 | 0                   |
| 256 Cont Professional Training | 5,845               | 0                   |
| 257 K-9                        | 1,498               | 500                 |
| 270 Educ. & Recreation Assist. | 0                   | 0                   |
| 271 Baseball Field Maintenance | 0                   | 0                   |
| 280 SAFER Grant                | 0                   | 0                   |
| 400 Capital Improvements       | 688,207             | 1,530,974           |
| 410 Fire Dept. Capital Impr.   | 401,700             | 379,728             |
| 500 Debt Retirement            | 157,852             | 167,861             |
| 600 Water                      | 1,512,000           | 2,124,505           |
| 603 Water Bond Retirement      | 0                   | 0                   |
| 650 Sewer                      | 7,323,744           | 4,467,335           |
| 655 Sewer Surplus              | 0                   | 294,929             |
| 656 Sewer Revenue Bond Ret.    | 0                   | 0                   |
| 657 Sewer Revenue Bond Reserve | 0                   | 0                   |
| 680 Solid Waste                | 604,068             | 605,048             |
| 681 Storm Sewer                | 184,508             | 203,964             |
| 700 Cemetery                   | 9,000               | 25,000              |
| 710 Recreation Trust           | 5,750               | 0                   |
| 801 Returnable Bonds           | 0                   | 42,725              |
| 802 DARE                       | 0                   | 2,500               |
| 803 Police Association         | 0                   | 1,000               |
|                                | <u>\$16,858,981</u> | <u>\$16,098,578</u> |

|                                               | Personal         | Other            |                  |
|-----------------------------------------------|------------------|------------------|------------------|
|                                               | Services         | Expenses         | Total            |
| <b>General Fund</b>                           |                  |                  |                  |
| Safety Service Police                         | 1,029,608        | 202,249          | 1,231,858        |
| Safety Service St. Lighting                   | 0                | 54,152           | 54,152           |
| Public Health & Welfare Cemetery              | 108,440          | 22,998           | 131,438          |
| Public Health & Welfare County Health         | 0                | 22,502           | 22,502           |
| Public Health & Welfare Public Health         | 3,465            | 0                | 3,465            |
| Public Health & Welfare Pest & Animal Control | 300              | 13,146           | 13,446           |
| Leisure Time Parks                            | 77,881           | 49,345           | 127,226          |
| Leisure Time Recreation Center                | 276,029          | 219,272          | 495,301          |
| Leisure Time Nature Preserve                  | 72,623           | 10,100           | 82,723           |
| Transportation Street Maint. & Repair         | 174,187          | 11,789           | 185,976          |
| Transportation Veh. Maint.                    | 0                | 0                | 0                |
| General Govt City Council & Mayor             | 45,258           | 0                | 45,258           |
| General Govt Administration                   | 158,358          | 874,396          | 1,032,754        |
| General Govt Finance & Income Tax             | 185,342          | 107,911          | 293,253          |
| General Govt Lands & Buildings                | 0                | 12,392           | 12,392           |
| General Govt Law                              | 42,466           | 45,217           | 87,673           |
| General Govt Other General                    | 4,000            | 29,996           | 33,996           |
| Other Uses                                    |                  |                  | 0                |
| <b>Total General Fund</b>                     | <u>2,177,948</u> | <u>1,675,466</u> | <u>3,853,414</u> |

|                                   |         |           |           |
|-----------------------------------|---------|-----------|-----------|
| <b>Other Funds</b>                |         |           |           |
| 101 Budget Stabilization          | 0       | 0         | 0         |
| 205 Safety Services               | 978,840 | 0         | 978,840   |
| 210 EMS                           | 470,390 | 300,568   | 770,958   |
| 220 Street Maint. & Repair        | 329,495 | 79,957    | 409,452   |
| 225 State Highway                 | 0       | 30,000    | 30,000    |
| 228 American Rescue Plan Act      | 0       | 2,026     | 2,026     |
| 230 Permissive Tax                | 0       | 50,000    | 50,000    |
| 235 Permissive Tax II             | 0       | 95,000    | 95,000    |
| 240 Police Pension                | 45,000  | 821       | 45,821    |
| 250 Law Enforcement & Educ.       | 0       | 0         | 0         |
| 251 Law Enforcement               | 17,000  | 0         | 17,000    |
| 252 OneOhio Opioid                | 0       | 0         | 0         |
| 255 Law Enforcement Assist. Grant | 0       | 0         | 0         |
| 256 Cont Professional Training    | 0       | 0         | 0         |
| 257 K-9                           | 0       | 500       | 500       |
| 270 Educ. & Recreation Assist.    | 0       | 0         | 0         |
| 271 Baseball Field Maintenance    | 0       | 0         | 0         |
| 280 SAFER Grant                   | 0       | 0         | 0         |
| 400 Capital Improvements          | 0       | 1,530,974 | 1,530,974 |
| 410 Fire Dept. Capital Impr.      | 268,259 | 111,469   | 379,728   |
| 500 Debt Retirement               | 0       | 167,861   | 167,861   |
| 600 Water                         | 541,309 | 1,583,196 | 2,124,505 |
| 650 Sewer                         | 588,401 | 3,878,934 | 4,467,335 |
| 655 Sewer Surplus                 | 0       | 294,929   | 294,929   |
| 680 Solid Waste                   | 84,886  | 520,160   | 605,048   |
| 681 Storm Sewer                   | 64,160  | 139,805   | 203,964   |
| 700 Cemetery                      | 0       | 25,000    | 25,000    |
| 710 Recreation Trust              | 0       | 0         | 0         |

## RECORD OF ORDINANCES

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Ordinance No. 8548

Passed: \_\_\_\_\_, 2026

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### RESOLUTION NO. 8548

**A RESOLUTION OF THE COUNCIL OF THE CITY OF RITTMAN, WAYNE AND MEDINA COUNTIES AND STATE OF OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION ACCORDING TO THE ATTACHED SHEET(S) AND DECLARING AN EMERGENCY.**

WHEREAS, certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS, this Resolution will provide for the efficient and lawful certifications to provide Municipal Services; and

NOW THEREFORE, be it resolved by the Council of the City of Rittman, Counties of Wayne and Medina and State of Ohio, two-thirds of all members elected and appointed thereto concurring:

#### SECTION ONE.

The Finance Director is authorized to draw warrants for the payment of Municipal expenses pursuant to the attached Exhibit "A" which is incorporated herein.

#### SECTION TWO.

That because of the immediate need for the certification and payment of said obligations, this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and safety and shall go into immediate force and effect upon its passage.

**RECORD OF ORDINANCES**

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Ordinance No. 8548

Passed: \_\_\_\_\_, 2026

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Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Mayor

Attest:

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

**CITY OF RITTMAN, OHIO  
SOUTH MAIN STREET WATERLINE**

**APPLICATION FOR PAYMENT**

No. 1

Date: 9/28/26

CONTRACTOR: Waugh Construction LLC

ESTIMATE FOR PERIOD: FROM 9/14/26 TO 9/28/26

**CONTRACT PRICE**

|                                  |    |            |
|----------------------------------|----|------------|
| Original Contract Price.....     | \$ | 539,722.00 |
| Net Change by Change Orders..... | \$ | -          |
| Current Contract Price.....      | \$ | 539,722.00 |

**WORK COMPLETED TO DATE**

|                                                             |    |            |
|-------------------------------------------------------------|----|------------|
| Original Contract Work Completed.....                       | \$ | 159,675.00 |
| Change Order Work Completed.....                            | \$ | -          |
| Total Work Completed.....                                   | \$ | 159,675.00 |
| Materials Stored.....                                       | \$ | -          |
| Total Work Completed and Materials Stored.....              | \$ | 159,675.00 |
| Retainage                                                   |    |            |
| 8 % x \$ 159,675.00 Work Completed (Upto 50% Complete)..... | \$ | 12,774.00  |
| 8 % x \$ - Materials Stored.....                            | \$ | -          |
| Total Retainage.....                                        | \$ | 12,774.00  |
| Net Amount Earned on Contract Work.....                     | \$ | 146,901.00 |
| Less Previous Payments.....                                 | \$ | -          |
| BALANCE DUE THIS APPLICATION.....                           | \$ | 146,901.00 |

**CONTRACT PROGRESS**

|                                  |                                                          |
|----------------------------------|----------------------------------------------------------|
| Original Completion Date.....    |                                                          |
| Revised Completion Date.....     |                                                          |
| Contract Time Elapsed.....       | %                                                        |
| Construction Work Completed..... | %                                                        |
| On Schedule.....                 | Yes <input type="checkbox"/> No <input type="checkbox"/> |

**CONTRACTOR'S CERTIFICATION**

The undersigned Contractor certifies that to the best of their knowledge and belief all amounts claimed in this Application for Payment are correct; previous progress payments received from Owner on account of Work performed under the contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with work covered by prior Applications for Payment; and all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: [Signature] (s)  
Date: 9/28/2026

**ENGINEER'S CERTIFICATION**

The undersigned Engineer certifies that Work has been care:

By: Justin Cates (s)  
Date: 10/05/2026

**OWNER'S APPROVAL**

By: Bobbee Bashara (s)  
Date: 10/8/2026

| ORIGINAL CONTRACT WORK COMPLETED SUMMARY |                                      |                  |              |           |               |
|------------------------------------------|--------------------------------------|------------------|--------------|-----------|---------------|
| BID<br>ITEM                              | DESCRIPTION                          | CONTRACT AMOUNTS |              | COMPLETED |               |
|                                          |                                      | QUANTITY         | BID PRICE    | QUANTITY  | TOTAL         |
| 1A                                       | 6" PVC Plastic Water Pipe & Fittings | 188 LF           | \$ 120.00    |           | \$ -          |
| 1B                                       | 8" PVC Plastic Water Pipe & Fittings | 1571 LF          | \$ 122.00    | 1000      | \$ 122,000.00 |
| 2A                                       | 6" Gate Valves & Boxes               | 5 Each           | \$ 3,200.00  | 3         | \$ 9,600.00   |
| 2B                                       | 8" Gate Valves & Boxes               | 6 Each           | \$ 4,000.00  | 3         | \$ 12,000.00  |
| 2C                                       | 12" x 8" Tapping Tee & Valve         | 1 Each           | \$ 9,000.00  |           | \$ -          |
| 3                                        | Fire Hydrants                        | 4 Each           | \$ 10,000.00 |           | \$ -          |
| 4A                                       | 3/4" Polyethylene Water Service Pipe | 920 LF           | \$ 40.00     |           | \$ -          |
| 4B                                       | 3/4" Service Tap Assembly            | 37 Each          | \$ 975.00    | 5         | \$ 4,875.00   |
| 4C                                       | 3/4" Curb Stops & Boxes              | 37 Each          | \$ 1,000.00  |           | \$ -          |
| 4D                                       | 1" Polyethylene Water Service Pipe   | 590 LF           | \$ 40.00     |           | \$ -          |
| 4E                                       | 1" Service Tap Assembly              | 13 Each          | \$ 1,000.00  |           | \$ -          |
| 4F                                       | 1" Curb Stops & Boxes                | 13 Each          | \$ 1,025.00  |           | \$ -          |
| 4G                                       | 1" Water Service Interior Connection | 13 Each          | \$ 2,000.00  |           | \$ -          |
| 5A                                       | Valve Box Removed                    | 11 Each          | \$ 500.00    |           | \$ -          |
| 5B                                       | Curb Box Removed                     | 50 Each          | \$ 400.00    |           | \$ -          |
| 5C                                       | Fire Hydrant Removed                 | 4 Each           | \$ 1,000.00  |           | \$ -          |
| 6                                        | Preconstruction Video                | Lump Sum         | \$ 1,200.00  | 1         | \$ 1,200.00   |
| 7                                        | Maintaining Traffic                  | Lump Sum         | \$ 20,000.00 | 0.5       | \$ 10,000.00  |
| TOTAL ORIGINAL CONTRACT WORK COMPLETED   |                                      |                  |              |           | \$ 159,675.00 |

**U.S. Department of Labor**  
Wage and Hour Division

# Davis-Bacon and Related Acts Weekly Certified Payroll Form



WAGE AND HOUR DIVISION  
Rev. January 2025  
OMB No.: 1235-0008  
Expires: 01/31/2028

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☒ PRIME CONTRACTOR

☐ SUBCONTRACTOR

|                               |                                    |                              |                                                            |
|-------------------------------|------------------------------------|------------------------------|------------------------------------------------------------|
| <b>PROJECT NAME</b>           | <b>PROJECT NO. or CONTRACT NO.</b> | <b>CERTIFIED PAYROLL NO.</b> | <b>PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME</b>    |
| Rittman Waterline Replacement | 2026-03                            | 01                           | Waugh Construction LLC                                     |
| <b>PROJECT LOCATION</b>       | <b>WAGE DETERMINATION NO.</b>      | <b>WEEK ENDING DATE</b>      | <b>PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS</b> |
| S. Main Street Rittman, OH    | 01                                 | 09/20/2026                   | 3260 Ohio 141<br>Gallipolis, OH 45631                      |

| (1A)             | (1B)             | (1C)              | (1D)                  | (1E)                   | (2)                                          | (3)                  | (4)                                 |                       |           |           |           |           |           | (5)       | (6A)                        | (6B)                                | (6C)                        | (7A)                               | (7B)             | (8)                           |                         |          |                            | (9)                 |                                |
|------------------|------------------|-------------------|-----------------------|------------------------|----------------------------------------------|----------------------|-------------------------------------|-----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------------------------|-------------------------------------|-----------------------------|------------------------------------|------------------|-------------------------------|-------------------------|----------|----------------------------|---------------------|--------------------------------|
| WORKER ENTRY NO. | WORKER LAST NAME | WORKER FIRST NAME | WORKER MIDDLE INITIAL | WORKER IDENTIFYING NO. | (J) JOURNEYWORKER (RA) REGISTERED APPRENTICE | LABOR CLASSIFICATION | ST = STRAIGHT TIME<br>OT = OVERTIME | HOURS WORKED EACH DAY |           |           |           |           |           |           | TOTAL HOURS WORKED FOR WEEK | HOURLY WAGE RATE PAID FOR ST AND OT | TOTAL FRINGE BENEFIT CREDIT | PAYMENT IN LIEU OF FRINGE BENEFITS | GROSS AMT EARNED | GROSS AMT EARNED FOR ALL WORK | DEDUCTIONS FOR ALL WORK |          |                            |                     | NET PAY TO WORKER FOR ALL WORK |
|                  |                  |                   |                       |                        |                                              |                      |                                     | M<br>9/14             | T<br>9/15 | W<br>9/16 | T<br>9/17 | F<br>9/18 | S<br>9/19 | S<br>9/20 |                             |                                     |                             |                                    |                  |                               | TAX WITH-<br>HOLDINGS   | FICA     | OTHER<br>(SPECIFIED BELOW) | TOTAL<br>DEDUCTIONS |                                |
|                  |                  |                   |                       |                        |                                              |                      |                                     |                       |           |           |           |           |           |           |                             |                                     |                             |                                    |                  |                               |                         |          |                            |                     |                                |
| 1                | Waugh            | Joshua            | M                     | 01                     | J                                            | NO Work Completed    | ST                                  | 10.00                 | 10.00     | 10.00     | 10.00     |           |           |           | 40.00                       | \$75.00                             | \$0.00                      | \$0.00                             | \$3000.00        | \$3000.00                     | \$90.61                 | \$503.35 | \$186.00                   | \$779.96            | \$2220.04                      |
|                  |                  |                   |                       |                        |                                              |                      | OT                                  |                       |           |           |           |           |           |           |                             | \$0.00                              |                             |                                    |                  |                               |                         |          |                            |                     |                                |
| 2                | Ellis            | Johnny            |                       | 02                     | J                                            | Operator             | ST                                  | 10.00                 | 10.00     | 10.00     | 10.00     |           |           |           | 40.00                       | \$65.00                             | \$0.00                      | \$0.00                             | \$2600.00        | \$2600.00                     | \$73.55                 | \$195.81 | \$198.90                   | \$468.26            | \$2131.74                      |
|                  |                  |                   |                       |                        |                                              |                      | OT                                  |                       |           |           |           |           |           |           |                             | \$0.00                              |                             |                                    |                  |                               |                         |          |                            |                     |                                |
| 3                | Ellis            | Merrill           |                       | 03                     | J                                            | Laborer              | ST                                  | 10.00                 | 10.00     | 10.00     | 10.00     |           |           |           | 40.00                       | \$53.37                             | \$0.00                      | \$0.00                             | \$2134.80        | \$2134.80                     | \$57.74                 | \$257.54 | \$163.32                   | \$478.60            | \$1656.20                      |
|                  |                  |                   |                       |                        |                                              |                      | OT                                  |                       |           |           |           |           |           |           |                             | \$0.00                              |                             |                                    |                  |                               |                         |          |                            |                     |                                |
| 4                | Waugh            | Curtis            |                       | 04                     | J                                            | Laborer              | ST                                  | 10.00                 | 10.00     | 10.00     | 10.00     |           |           |           | 40.00                       | \$53.37                             | \$0.00                      | \$0.00                             | \$2134.80        | \$2134.80                     | \$57.74                 | \$215.23 | \$1012.55                  | \$1285.53           | \$849.27                       |
|                  |                  |                   |                       |                        |                                              |                      | OT                                  |                       |           |           |           |           |           |           |                             | \$0.00                              |                             |                                    |                  |                               |                         |          |                            |                     |                                |
|                  |                  |                   |                       |                        |                                              |                      | ST                                  |                       |           |           |           |           |           |           |                             | \$                                  |                             |                                    |                  |                               |                         |          |                            |                     |                                |
|                  |                  |                   |                       |                        |                                              |                      | OT                                  |                       |           |           |           |           |           |           |                             | \$                                  |                             |                                    |                  |                               |                         |          |                            |                     |                                |
|                  |                  |                   |                       |                        |                                              |                      | ST                                  |                       |           |           |           |           |           |           |                             | \$                                  |                             |                                    |                  |                               |                         |          |                            |                     |                                |
|                  |                  |                   |                       |                        |                                              |                      | OT                                  |                       |           |           |           |           |           |           |                             | \$                                  |                             |                                    |                  |                               |                         |          |                            |                     |                                |
|                  |                  |                   |                       |                        |                                              |                      | ST                                  |                       |           |           |           |           |           |           |                             | \$                                  |                             |                                    |                  |                               |                         |          |                            |                     |                                |
|                  |                  |                   |                       |                        |                                              |                      | OT                                  |                       |           |           |           |           |           |           |                             | \$                                  |                             |                                    |                  |                               |                         |          |                            |                     |                                |
|                  |                  |                   |                       |                        |                                              |                      | ST                                  |                       |           |           |           |           |           |           |                             | \$                                  |                             |                                    |                  |                               |                         |          |                            |                     |                                |
|                  |                  |                   |                       |                        |                                              |                      | OT                                  |                       |           |           |           |           |           |           |                             | \$                                  |                             |                                    |                  |                               |                         |          |                            |                     |                                |

While use of form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." (See 29 C.F.R. § 5.5(a)(3)(ii)(A) for precise language). Contractors subject to submission requirements must maintain certified payrolls for a period of not less than three years after completion of the contract. Regulations at 29 C.F.R. § 5.5(a)(3)(i) require prime contractors to maintain records which show that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review this information to determine whether workers have received legally required wages and fringe benefits.

## Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210.

|                              |                                    |                    |                                                         |
|------------------------------|------------------------------------|--------------------|---------------------------------------------------------|
| <b>PROJECT NAME</b>          | <b>PROJECT NO. or CONTRACT NO.</b> | <b>PAYROLL NO.</b> | <b>PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME</b> |
| Rittman Waterline Replacment | 2026-03                            | 01                 | Waugh Construction LLC                                  |
| <b>PROJECT LOCATION</b>      | <b>WEEK ENDING DATE</b>            |                    | <b>CERTIFYING OFFICIAL'S NAME AND TITLE</b>             |
| S. Main Street Rittman, OH   | 09/20/2026                         |                    | Josh Waugh, owner                                       |

**I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:**

- ☒ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.
- ☒ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.
- ☒ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
- ☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.
- ☒ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

**HOURLY CREDIT FOR FRINGE BENEFITS**

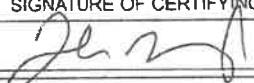
*If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.*

| NAME OF WORKER | FB NAME                         |                                              | FB NAME                         |                                              | FB NAME                         |                                              | FB NAME                         |                                              | FB NAME                         |                                              | FB NAME                         |                                              | TOTAL HOURLY CREDIT |
|----------------|---------------------------------|----------------------------------------------|---------------------------------|----------------------------------------------|---------------------------------|----------------------------------------------|---------------------------------|----------------------------------------------|---------------------------------|----------------------------------------------|---------------------------------|----------------------------------------------|---------------------|
|                | FB TYPE                         |                                              | FB TYPE                         |                                              | FB TYPE                         |                                              | FB TYPE                         |                                              | FB TYPE                         |                                              | FB TYPE                         |                                              |                     |
|                | PLAN NO.                        |                                              | PLAN NO.                        |                                              | PLAN NO.                        |                                              | PLAN NO.                        |                                              | PLAN NO.                        |                                              | PLAN NO.                        |                                              |                     |
|                | <input type="checkbox"/> Funded | <input checked="" type="checkbox"/> Unfunded | <input type="checkbox"/> Funded | <input checked="" type="checkbox"/> Unfunded | <input type="checkbox"/> Funded | <input checked="" type="checkbox"/> Unfunded | <input type="checkbox"/> Funded | <input checked="" type="checkbox"/> Unfunded | <input type="checkbox"/> Funded | <input checked="" type="checkbox"/> Unfunded | <input type="checkbox"/> Funded | <input checked="" type="checkbox"/> Unfunded |                     |
| Joshua Waugh   | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | \$0.00              |
| Johnny Ellis   | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | \$0.00              |
| Merrill Ellis  | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | \$0.00              |
| Curtis Waugh   | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | \$0.00              |
|                | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | \$                  |
|                | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | \$                  |
|                | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | \$                  |
|                | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | \$                  |

- ☒ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

**ADDITIONAL REMARKS**

No Work completed for this pay period Johnny Ellis: Other Deductions: SS and Medicare Merrill Ellis: Other Deductions: SS and Medicare Curtis Waugh: Other Deductions: SS, Medicare and Child Support

|                                                                                     |             |                         |                         |
|-------------------------------------------------------------------------------------|-------------|-------------------------|-------------------------|
| <b>SIGNATURE OF CERTIFYING OFFICIAL</b>                                             | <b>DATE</b> | <b>TELEPHONE NUMBER</b> | <b>EMAIL ADDRESS</b>    |
|  | 09/20/2026  | (740) 963-0022          | joshwaugh0022@gmail.com |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

**U.S. Department of Labor**  
Wage and Hour Division

# Davis-Bacon and Related Acts Weekly Certified Payroll Form



(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

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WAGE AND HOUR DIVISION  
Rev. January 2025  
OMB No.: 1235-0008  
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☒ PRIME CONTRACTOR

☐ SUBCONTRACTOR

|                               |                                    |                              |                                                            |
|-------------------------------|------------------------------------|------------------------------|------------------------------------------------------------|
| <b>PROJECT NAME</b>           | <b>PROJECT NO. or CONTRACT NO.</b> | <b>CERTIFIED PAYROLL NO.</b> | <b>PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME</b>    |
| Rittman Waterline Replacement | 2026-03                            | 02                           | Waugh Construction LLC                                     |
| <b>PROJECT LOCATION</b>       | <b>WAGE DETERMINATION NO.</b>      | <b>WEEK ENDING DATE</b>      | <b>PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS</b> |
| S. Main Street Rittman, OH    | 01                                 | 09/27/2026                   | 3260 Ohio 141<br>Gallipolis, OH 45631                      |

| (1A)             | (1B)             | (1C)              | (1D)                  | (1E)                   | (2)                                             | (3)                  | (4)                                 |                       |       |       |       |       |       |       | (5)               | (6A)                        | (6B)                                | (6C)                        | (7A)                               | (7B)             | (8)                           |                         |                         |                  | (9)       |                                |
|------------------|------------------|-------------------|-----------------------|------------------------|-------------------------------------------------|----------------------|-------------------------------------|-----------------------|-------|-------|-------|-------|-------|-------|-------------------|-----------------------------|-------------------------------------|-----------------------------|------------------------------------|------------------|-------------------------------|-------------------------|-------------------------|------------------|-----------|--------------------------------|
| WORKER ENTRY NO. | WORKER LAST NAME | WORKER FIRST NAME | WORKER MIDDLE INITIAL | WORKER IDENTIFYING NO. | (J) JOURNEYWORKER<br>(RA) REGISTERED APPRENTICE | LABOR CLASSIFICATION | ST = STRAIGHT TIME<br>OT = OVERTIME | HOURS WORKED EACH DAY |       |       |       |       |       |       |                   | TOTAL HOURS WORKED FOR WEEK | HOURLY WAGE RATE PAID FOR ST AND OT | TOTAL FRINGE BENEFIT CREDIT | PAYMENT IN LIEU OF FRINGE BENEFITS | GROSS AMT EARNED | GROSS AMT EARNED FOR ALL WORK | DEDUCTIONS FOR ALL WORK |                         |                  |           | NET PAY TO WORKER FOR ALL WORK |
|                  |                  |                   |                       |                        |                                                 |                      |                                     | M                     | T     | W     | T     | F     | S     | S     | TAX WITH-HOLDINGS |                             |                                     |                             |                                    |                  |                               | FICA                    | OTHER (SPECIFIED BELOW) | TOTAL DEDUCTIONS |           |                                |
|                  |                  |                   |                       |                        |                                                 |                      |                                     | 9/ 21                 | 9/ 22 | 9/ 23 | 9/ 24 | 9/ 25 | 9/ 26 | 9/ 27 |                   |                             |                                     |                             |                                    |                  |                               |                         |                         |                  |           |                                |
| 1                | Waugh            | Joshua            | M                     | 01                     | J                                               | NO Work Completed    | ST                                  | 10.00                 | 10.00 | 10.00 | 10.00 |       |       |       | 40.00             | \$75.00                     | \$0.00                              | \$0.00                      | \$3000.00                          | \$3000.00        | \$90.61                       | \$503.35                | \$186.00                | \$779.96         | \$2220.04 |                                |
|                  |                  |                   |                       |                        |                                                 |                      | OT                                  |                       |       |       |       |       |       |       |                   | \$0.00                      |                                     |                             |                                    |                  |                               |                         |                         |                  |           |                                |
| 2                | Ellis            | Johnny            |                       | 02                     | J                                               | Operator             | ST                                  | 10.00                 | 10.00 | 10.00 | 10.00 |       |       |       | 45.00             | \$65.00                     | \$0.00                              | \$0.00                      | \$3087.50                          | \$3087.50        | \$90.13                       | \$312.81                | \$236.19                | \$639.13         | \$2448.37 |                                |
|                  |                  |                   |                       |                        |                                                 |                      | OT                                  | 4.00                  | 1.00  |       |       |       |       |       |                   | \$97.50                     |                                     |                             |                                    |                  |                               |                         |                         |                  |           |                                |
| 3                | Ellis            | Merrill           |                       | 03                     | J                                               | Laborer              | ST                                  | 10.00                 | 10.00 | 10.00 | 10.00 |       |       |       | 45.00             | \$53.37                     | \$0.00                              | \$0.00                      | \$2535.07                          | \$2535.07        | \$71.34                       | \$349.46                | \$193.93                | \$614.73         | \$1920.34 |                                |
|                  |                  |                   |                       |                        |                                                 |                      | OT                                  | 4.00                  | 1.00  |       |       |       |       |       |                   | \$80.06                     |                                     |                             |                                    |                  |                               |                         |                         |                  |           |                                |
| 4                | Waugh            | Curtis            |                       | 04                     | J                                               | Laborer              | ST                                  | 10.00                 | 10.00 | 10.00 | 10.00 |       |       |       | 45.00             | \$53.37                     | \$0.00                              | \$0.00                      | \$2535.07                          | \$2535.07        | \$71.33                       | \$307.15                | \$1175.27               | \$1553.75        | \$981.32  |                                |
|                  |                  |                   |                       |                        |                                                 |                      | OT                                  | 4.00                  | 1.00  |       |       |       |       |       |                   | \$80.06                     |                                     |                             |                                    |                  |                               |                         |                         |                  |           |                                |
|                  |                  |                   |                       |                        |                                                 |                      | ST                                  |                       |       |       |       |       |       |       |                   | \$                          |                                     |                             |                                    |                  |                               |                         |                         |                  |           |                                |
|                  |                  |                   |                       |                        |                                                 |                      | OT                                  |                       |       |       |       |       |       |       |                   | \$                          |                                     |                             |                                    |                  |                               |                         |                         |                  |           |                                |
|                  |                  |                   |                       |                        |                                                 |                      | ST                                  |                       |       |       |       |       |       |       |                   | \$                          |                                     |                             |                                    |                  |                               |                         |                         |                  |           |                                |
|                  |                  |                   |                       |                        |                                                 |                      | OT                                  |                       |       |       |       |       |       |       |                   | \$                          |                                     |                             |                                    |                  |                               |                         |                         |                  |           |                                |
|                  |                  |                   |                       |                        |                                                 |                      | ST                                  |                       |       |       |       |       |       |       |                   | \$                          |                                     |                             |                                    |                  |                               |                         |                         |                  |           |                                |
|                  |                  |                   |                       |                        |                                                 |                      | OT                                  |                       |       |       |       |       |       |       |                   | \$                          |                                     |                             |                                    |                  |                               |                         |                         |                  |           |                                |
|                  |                  |                   |                       |                        |                                                 |                      | ST                                  |                       |       |       |       |       |       |       |                   | \$                          |                                     |                             |                                    |                  |                               |                         |                         |                  |           |                                |
|                  |                  |                   |                       |                        |                                                 |                      | OT                                  |                       |       |       |       |       |       |       |                   | \$                          |                                     |                             |                                    |                  |                               |                         |                         |                  |           |                                |

While use of form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." (See 29 C.F.R. § 5.5(a)(3)(ii)(A) for precise language). Contractors subject to submission requirements must maintain certified payrolls for a period of not less than three years after completion of the contract. Regulations at 29 C.F.R. § 5.5(a)(3)(i) require prime contractors to maintain records which show that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review this information to determine whether workers have received legally required wages and fringe benefits.

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|                               |                                    |                                             |                                                         |
|-------------------------------|------------------------------------|---------------------------------------------|---------------------------------------------------------|
| <b>PROJECT NAME</b>           | <b>PROJECT NO. or CONTRACT NO.</b> | <b>PAYROLL NO.</b>                          | <b>PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME</b> |
| Rittman Waterline Replacement | 2026-03                            | 02                                          | Waugh Construction LLC                                  |
| <b>PROJECT LOCATION</b>       | <b>WEEK ENDING DATE</b>            | <b>CERTIFYING OFFICIAL'S NAME AND TITLE</b> |                                                         |
| S. Main Street Rittman, OH    | 09/27/2026                         | Josh Waugh, owner                           |                                                         |

**I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:**

- ☒ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.
- ☒ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.
- ☒ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
- ☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.
- ☒ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

**HOURLY CREDIT FOR FRINGE BENEFITS**

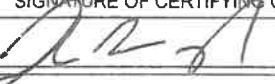
*If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.*

| NAME OF WORKER | FB NAME                         |                                              | FB NAME                         |                                              | FB NAME                         |                                              | FB NAME                         |                                              | FB NAME                         |                                              | FB NAME                         |                                              | TOTAL HOURLY CREDIT |
|----------------|---------------------------------|----------------------------------------------|---------------------------------|----------------------------------------------|---------------------------------|----------------------------------------------|---------------------------------|----------------------------------------------|---------------------------------|----------------------------------------------|---------------------------------|----------------------------------------------|---------------------|
|                | FB TYPE                         |                                              | FB TYPE                         |                                              | FB TYPE                         |                                              | FB TYPE                         |                                              | FB TYPE                         |                                              | FB TYPE                         |                                              |                     |
|                | PLAN NO.                        |                                              | PLAN NO.                        |                                              | PLAN NO.                        |                                              | PLAN NO.                        |                                              | PLAN NO.                        |                                              | PLAN NO.                        |                                              |                     |
|                | <input type="checkbox"/> Funded | <input checked="" type="checkbox"/> Unfunded | <input type="checkbox"/> Funded | <input checked="" type="checkbox"/> Unfunded | <input type="checkbox"/> Funded | <input checked="" type="checkbox"/> Unfunded | <input type="checkbox"/> Funded | <input checked="" type="checkbox"/> Unfunded | <input type="checkbox"/> Funded | <input checked="" type="checkbox"/> Unfunded | <input type="checkbox"/> Funded | <input checked="" type="checkbox"/> Unfunded |                     |
| Joshua Waugh   | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | \$0.00              |
| Johnny Ellis   | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | \$0.00              |
| Merrill Ellis  | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | \$0.00              |
| Curtis Waugh   | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | Hourly Credit: \$0.00           |                                              | \$0.00              |
|                | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | \$                  |
|                | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | \$                  |
|                | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | \$                  |
|                | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | Hourly Credit: \$               |                                              | \$                  |

- ☒ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

**ADDITIONAL REMARKS**

No Work completed for this pay period Johnny Ellis: Other Deductions: SS and Medicare Merrill Ellis: Other Deductions: SS and Medicare Curtis Waugh: Other Deductions: SS, Medicare and Child Support

|                                                                                     |             |                         |                         |
|-------------------------------------------------------------------------------------|-------------|-------------------------|-------------------------|
| <b>SIGNATURE OF CERTIFYING OFFICIAL</b>                                             | <b>DATE</b> | <b>TELEPHONE NUMBER</b> | <b>EMAIL ADDRESS</b>    |
|  | 09/27/2026  | (740) 963-0022          | joshwaugh0022@gmail.com |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

## RECORD OF ORDINANCES

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Ordinance No. 8549

Passed: \_\_\_\_\_, 2026

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### **RESOLUTION NO. 8549**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF RITTMAN, WAYNE AND MEDINA COUNTIES AND STATE OF OHIO, AUTHORIZING THE MUNICIPAL MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT WITH THE OHIO WATER DEVELOPMENT AUTHORITY FOR CONSTRUCTION OF WATERLINE IMPROVEMENTS ON S. MAIN STREET AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Rittman desires to obtain a loan from the Ohio Water Development Authority (hereinafter "OWDA") to finance costs of the planning of such improvements to S. Main Street on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms.; and

NOW, THEREFORE, be it resolved by the Council of the City of Rittman, Counties of Wayne and Medina and State of Ohio, two-thirds of all members elected and appointed thereto concurring:

#### **SECTION ONE.**

That the City of Rittman hereby approves the planning of the aforesaid waterline improvement project in cooperation with the OWDA under the provisions, terms, and conditions set forth in the "Cooperative Agreement for State Planning Project" as set forth in Exhibit "A" (the "Cooperative Agreement") and hereby authorizes the Municipal Manager and the Finance Director of the City of Rittman to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit "A."

#### **SECTION TWO.**

That it is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were passed in an open meeting of this Council and all deliberation of this Council

## RECORD OF ORDINANCES

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Ordinance No. 8549

Passed: \_\_\_\_\_, 2026

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and of any of its committees that resulted in 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 THREE.

That this Resolution is declared to be an emergency measure to ensure the application can be timely submitted and is necessary for the immediate preservation of public peace, health, and safety of the citizens of the City of Rittman for the reason that the construction of the waterline improvement project at the earliest possible time is necessary in order to protect the health of the inhabitants of the City of Rittman by providing waterline installation; wherefore, this resolution shall be in force and effect from and immediately after its passage.

Passed: \_\_\_\_\_, 2026

Attest:

\_\_\_\_\_  
Mayor

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

COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE  
AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

## ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

### DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) "Approved Application" means the application of the LGA dated as of the date specified on the Term Sheet as the "LGA Application Date," submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the "OWDA Application Approval Date," together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) "Project Facilities" means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) "System" means the facilities of the LGA specified as the "System" on the Term Sheet.

### DEFINITIONS RELATING TO COSTS

(e) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and

publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or \$400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances, satisfactory to the OWDA, as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

#### DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) "Contract Period of Years" means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(j) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(k) "Pledged Revenues" means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

## ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

## ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the "Operational Date."

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.

(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA 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 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (1) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the

provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs.

Section 3.9. The LGA represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA. The LGA acknowledges that the OWDA may inform potential and actual investors of bonds issued by the OWDA regarding the details of this Agreement, and that such investors may make an investment decision based on this Agreement.

Section 3.10. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

#### ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges

pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this

Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 ("Rule 15c2-12") each promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board ("MSRB") through the EMMA System (as defined below), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA's incorporation by reference into OWDA official statements or other OWDA filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.7, "EMMA System" shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the website address for EMMA is [emma.msrb.org](http://emma.msrb.org). The LGA acknowledges that the OWDA is not responsible for any of the LGA's required filings under Rule 15c2-12 related to other indebtedness of the LGA, including, but not limited to, as to whether this Agreement is considered a "Financial Obligation" under Rule 15c2-12.

## ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project

Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

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

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS  
OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS;  
EVENTS OF DEFAULT AND REMEDIES THEREFOR;  
INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default under this Agreement if the LGA demonstrates both of the following to the satisfaction of the OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such

indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project

Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

#### ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The LGA acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet OWDA's obligations with regard to funding the applicable program and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the LGA's compliance with the provisions of this Agreement. Accordingly, the LGA agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund this Agreement (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The LGA shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the OWDA hereunder (the "OWDA Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the OWDA Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The LGA shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the LGA, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the LGA hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the LGA referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or

transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the LGA shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

#### ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority  
480 South High Street  
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

\_\_\_\_\_  
OWDA General Counsel

OHIO WATER DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
OWDA Executive Director

APPROVED AS TO FORM

\_\_\_\_\_  
LGA Legal Officer or Counsel

LGA: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

TERM SHEET

*NOTE: The term sheet will be generated by OWDA after the loan is approved at the board meeting.*

**Exhibit A**

**PROJECT FACILITIES DESCRIPTION**

**Exhibit B**

CONSTRUCTION CONTRACT(S)