

DATE:	<u>March 6, 2023</u>	1 ST READING:	<u>March 6, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 26-2023</u>	ADOPTED:	<u>March 6, 2023</u>
		EMERGENCY:	<u>March 6, 2023</u>
		EFFECTIVE:	<u>March 6, 2023</u>

RESOLUTION NO. 1586-2023

**A RESOLUTION AUTHORIZING THE DONATION OF 184
 BATTING HELMETS TO PLAY IT AGAIN SPORTS
 LOCATED IN NORTH OLMSTED AND DECLARING AN
 EMERGENCY.**

WHEREAS, the Ohio Ophthalmological Society (OOS) created an award-winning eye safety program, *Play Hard. Don't Blink/SuperSpecs*. The OOS works with youth athletic leagues, school vocational programs, and school administrators throughout Ohio to provide free protective eyewear to reduce eye and facial injuries. Since its inception, the program has provided eye safety equipment, including sports goggles, prescription goggles, fielder's masks, and softball and baseball helmets, worn by more than two million children across Ohio's 88 counties. The equipment is worn by children competing in baseball, softball, hockey, basketball, lacrosse, and more sports, in addition to vocational programs where machinery and tools are in use; and

WHEREAS, the *Play Hard. Don't Blink/SuperSpecs* program is funded through the Ohio Department of Health's *Save Our Sight Program*. The *Save Our Sight Program* was created to ensure that children in Ohio have good vision and healthy eyes. The program accomplishes this through the early identification of children with vision problems and the promotion of good eye health and safety; and

WHEREAS, the citizens of Ohio fund the program through voluntary \$1.00 donations when they apply for or renew their license plates and tags. With continued support and encouragement to use eye protection, eye injuries can be reduced and make competition safer for young athletes in all sports; and

WHEREAS, the Parks and Recreation Department has received over 230 baseball/softball helmets this year from the *Save our Sight Grant Program* through the Ohio Department of Health; and

WHEREAS, the Parks and Recreation Department would like to donate 184 batting helmets (46 boxes containing 4 helmets per box) to Play it Again Sports in North Olmsted; and

WHEREAS, Play it Again Sports will then distribute the helmets to inner-city baseball/softball leagues that are in need of athletic equipment; and

WHEREAS, the estimated value of the helmets is \$2,500.00.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Parks and Recreation Department is hereby authorized to donate 184 batting helmets, estimated value being \$2,500.00, to Play it Again Sports in North Olmsted, to be distributed to inner-city baseball/softball leagues that are in need of athletic equipment.


SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure, the emergency being in order to donate the 184 batting helmets to Play It Again Sports for refurbishment and donation to local sports organizations. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: March 6, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST : 

Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 09, 2023



Kevin Corcoran
MAYOR

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REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 27-2023</u>	ADOPTED:	<u>March 6, 2023</u>
		EMERGENCY:	<u>March 6, 2023</u>
		EFFECTIVE:	<u>March 6, 2023</u>

RESOLUTION NO. 1587-2023

A RESOLUTION AUTHORIZING THE EXECUTION OF THEN AND NOW CERTIFICATES BY THE CITY FISCAL OFFICER AND THE PAYMENT OF AMOUNTS DUE FOR VARIOUS PURCHASE ORDERS AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ohio Revised Code Section 5705.41(D)(1), the City may not enter into any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the City’s Fiscal Officer that the amount required to meet the obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

WHEREAS, Ohio Revised Code Section 5705.41(D)(1) further provides that in such circumstances when no certificate is furnished as required and the expenditure is for \$3,000.00 or more, the City’s Council, as the City’s taxing authority, may authorize the drawing of a warrant in payment of amounts due upon such contract or order upon certification by the City’s Fiscal Officer that there was at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

WHEREAS, on May 16, 2022, City Council adopted Ordinance 5951-2022 deeming it to be in the best interest of the health, safety, and welfare of the City to approve the execution by the City Fiscal Officer of Then and Now Certifications, and to authorize payment of amounts due under the contracts or orders requiring the expenditure of \$3,000.00 up to \$20,000.00; and

WHEREAS, on May 16, 2022, City Council adopted Ordinance 5951-2022; City Council also deemed it necessary to review and approve the execution by the City Fiscal Officer of Then and Now Certifications and authorize payments of amounts due under contracts or orders which exceeds \$20,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. City Council, pursuant to Ordinance 5951-2022 adopted May 16, 2022, hereby approves the execution of Then and Now Certificates by the Fiscal Officer and authorizes payment due and owing as shown in Exhibit A attached hereto and incorporated herein.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure, the emergency being in order to provide the Department of Finance with the necessary financial resources. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: March 6, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 09, 2023



Kevin Corcoran
MAYOR

EXHIBIT A

	<u>Certification Date</u>	<u>Invoice Date</u>	<u>Amount</u>	<u>Purpose</u>
Three Creek Bioenergy LLC	2/8/2023	10/31/2022	29,238.49	Sludge hauling
Three Creek Bioenergy LLC	2/8/2023	1/9/2023	29,115.20	Sludge hauling

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REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 25-2023</u>	ADOPTED:	<u>March 6, 2023</u>
		EMERGENCY:	<u>March 6, 2023</u>
		EFFECTIVE:	<u>March 6, 2023</u>

ORDINANCE NO. 6046-2023

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE TO ENTER INTO AN ADDENDUM TO THE PREVIOUSLY PASSED COOPERATIVE AGREEMENT BETWEEN THE CITY OF NORTH RIDGEVILLE AND THE CITY OF AVON AND DECLARING AN EMERGENCY.

WHEREAS, by Ordinance No. 5873-2021, the City of North Ridgeville was authorized to enter into a Cooperative Agreement with the City of Avon for the construction of a “peanut shaped” traffic roundabout at the intersection of Stoney Ridge Road, Mills Road, and Avalon Drive; and

WHEREAS, the Cooperative Agreement specifically notes that the “Lead Agency” is the City of North Ridgeville, and sets forth the duties and responsibilities of the Lead Agency, which includes construction, contracting, and certain maintenance and landscaping obligations; and

WHEREAS, the Cooperative Agreement as previously passed stated that “This Agreement may be amended or modified only by a duly authorized written agreement between the parties that may provide for such additional terms and conditions as may be later agreed upon for the joint construction of the referenced project”; and

WHEREAS, the Addendum to the Cooperative Agreement clarifies that the Cooperative Agreement specifically assigns the Lead Agency with the duty and responsibility to seek appropriation of real property as set forth in the Project documents and in keeping with Ohio Revised Code Chapter 719.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor of the City of North Ridgeville is hereby authorized to enter into an Addendum to the previously passed Cooperative Agreement (via Ordinance No. 5873-2021) between the City of North Ridgeville and the City of Avon. A copy of the Addendum is attached hereto and marked as Exhibit A.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to name the lead agency to start the “peanut shaped” traffic roundabout project. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: March 6, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 09, 2023



Kevin Corcoran
MAYOR

Exhibit A

ADDENDUM TO THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF NORTH RIDGEVILLE AND THE CITY OF AVON, OHIO, FOR THE CONSTRUCTION OF A TRAFFIC ROUNDABOUT AT THE INTERSECTION OF STONEY RIDGE ROAD, MILLS ROAD, AND AVALON DRIVE.

THIS ADDENDUM TO THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF NORTH RIDGEVILLE AND THE CITY OF AVON, OHIO, FOR THE CONSTRUCTION OF A TRAFFIC ROUNDABOUT AT THE INTERSECTION OF STONEY RIDGE ROAD, MILLS ROAD, AND AVALON DRIVE is entered into this _____ day of _____, 2023 and effective immediately by and between the City of North Ridgeville, Ohio (“North Ridgeville”), an Ohio municipal corporation, having an address of 7037 Avon Belden Road, North Ridgeville, Ohio 44139 and the City of Avon, Ohio, an Ohio municipal corporation having an address of 36080 Chester Road, Avon, Ohio 44011 (“Avon”), collectively known as “the Parties”.

WHEREAS, the Parties previously entered into a Cooperative Agreement for the Construction of a Traffic Roundabout at the Intersection of Stoney Ridge Road, Mills Road, and Avalon Drive (the Project);

WHEREAS, the Cooperative Agreement entered into specifically designated North Ridgeville as the “Lead Agency” for the construction of the above cited Project in accordance with provisions of Ohio Revised Code 727.41 and 5557.09 and applicable local ordinances;

WHEREAS, the Cooperative Agreement set forth the duties and responsibilities of the “Lead Agency” to include the construction, contracting, and certain maintenance and landscaping obligations;

WHEREAS, the Cooperative Agreement is substantially similar to a Cooperative Agreement between the Parties for another roundabout previously constructed on Mills Road and State Route 83;

WHEREAS, under both Cooperative Agreements, the necessary appropriation of real property for the roundabout Project is part of and included in the responsibilities of the Lead Agency.

NOW THEREFORE, the Parties hereto mutually confirm, affirm and agree as follows:

1. For purposes of clarification, the Cooperative Agreement entered into between the Parties specifically assigns the Lead Agency with the duty and responsibility to seek appropriation of real property as set forth in the Project documents and in keeping with Ohio Revised Code Chapter 719.
2. This Addendum shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
3. The undersigned representatives of each of the municipal entities hereby represents and warrants that he/she is the duly authorized executive officer or agent of such party. that each Party has approved the Cooperative Agreement by appropriate legal and legislative action, and that this Addendum constitutes a valid and binding contract and agreement properly undertaken and binding upon each of the Parties.

[Remainder of page intentionally left blank]

-Page 3-

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum the day and year first above written.

CITY OF NORTH RIDGEVILLE

Signed in the presence of:

North Ridgeville Mayor, Kevin Corcoran

Print Name

CITY OF AVON

Signed in the presence of:

Avon Mayor, Bryan K. Jensen

Print Name

CERTIFICATION OF LAW DIRECTORS

I hereby certify that I have reviewed and approve the form of the foregoing Addendum.

Brian Moriarty
Law Director for City of
North Ridgeville

Date

John Gasior
Law Director for City of
Avon

Date

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REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 28-2023</u>	ADOPTED:	<u>March 6, 2023</u>
		EMERGENCY:	<u>March 6, 2023</u>
		EFFECTIVE:	<u>March 6, 2023</u>

ORDINANCE NO. 6047-2023

**AN ORDINANCE AMENDING ORDINANCE NUMBER 6031-2022
OF THE CITY OF NORTH RIDGEVILLE, OHIO, PROVIDING
APPROPRIATIONS FOR THE PERIOD COMMENCING
JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023, AND
DECLARING AN EMERGENCY.**

WHEREAS, it is necessary to amend the appropriations for certain funds and appropriate other amounts for the operations of the City of North Ridgeville, Ohio.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO:

SECTION 1. That to provide for current and other expenditures for the City of North Ridgeville, Ohio, for the period commencing January 1, 2023, and ending December 31, 2023, Ordinance No. 6031-2022 be and the same is hereby supplemented in the following amounts so that from and after the effective date of the Ordinance, the appropriation Ordinance shall include the following, being adjusted for the similar terms in the preceding appropriation Ordinance.

SECTION 2. That there be appropriated from the respective funds listed below, the amounts as follows:

<u>Fund Number</u>	<u>Fund</u>	<u>Personal Services</u>	<u>Other</u>	<u>Transfers and Advances</u>	<u>Total</u>
<u>General Fund</u>					
101	General Government	-	52,000	-	52,000
Total General Fund		-	52,000	-	52,000
<u>Special Revenue Funds</u>					
210	Street Construction M&R		1,100		1,100
225	Street Levy	-	5,000	-	5,000
293	One Ohio Opioid	-	32,000	-	32,000
Total Special Revenue Funds		-	38,100	-	38,100
<u>Capital Project Funds</u>					
410	Capital Projects	-	25,500	-	25,500
Total Capital Project Funds		-	25,500	-	25,500
<u>Enterprise Funds</u>					
610	Water	-	1,100	-	1,100
640	Sewer	-	1,100	-	1,100
Total Enterprise Funds		-	2,200	-	2,200
Total All Funds		-	117,800	-	117,800

SECTION 3. That the Director of Finance of the City of North Ridgeville is hereby authorized to draw warrants on the treasury of the City of North Ridgeville for payments on any of the foregoing appropriations, upon receiving proper certification and vouchers therefore, approved by officers authorized by law to approve the same or by an ordinance or resolution of Council to make the expenditure and provide that no warrants may be drawn or paid for salaries or wages, except to persons employed by authority of or in accordance with law or Ordinance.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements.

SECTION 5. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to replace provide the Department of Finance with the necessary financial resources. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: March 6, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 09, 2023



Kevin Corcoran
MAYOR

DATE:	<u>March 6, 2023</u>	1 ST READING:	<u>March 6, 2023</u>
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REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 29-2023</u>	ADOPTED:	<u>March 6, 2023</u>
		EMERGENCY:	<u>March 6, 2023</u>
		EFFECTIVE:	<u>March 6, 2023</u>

ORDINANCE NO. 6048-2023

AN ORDINANCE AMENDING ORDINANCE NO. 6041-2023, WHICH AMENDED N.R.C.O. CHAPTER 264 CIVIL SERVICE COMMISSION, PROVIDING ADDITIONAL VACATION TIME TO POLICE LATERAL HIRES AND DECLARING AN EMERGENCY.

WHEREAS, City Council passed Ordinance No. 6041-2023 by emergency on February 6, 2023; and

WHEREAS, the ordinance allowed for additional vacation time for police officers through the lateral hires program in order to attract experienced police officers; and

WHEREAS, City Council and the Administration desire to amend Ordinance No. 6041-2023 by making it retroactive to January 1, 2023.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. Ordinance No. 6041-2023 is hereby amended by making it retroactive to January 1, 2023.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to cover any police lateral hires hired after January 1, 2023. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: March 6, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 09, 2023



Kevin Corcoran
MAYOR

DATE:	<u>February 21, 2023</u>	1 ST READING:	<u>February 21, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>March 6, 2023</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 20-2023</u>	ADOPTED:	<u>March 6, 2023</u>
		EMERGENCY:	<u>March 6, 2023</u>
		EFFECTIVE:	<u>March 6, 2023</u>

ORDINANCE NO. 6049-2023

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SNIDER RECREATION INC. FOR THE INSTALLATION OF A NEW PLAYGROUND LOCATED AT SOUTH CENTRAL PARK, NOT TO EXCEED \$275,000.00 AND DECLARING AN EMERGENCY.

WHEREAS, the City of North Ridgeville participates in the Ohio Cooperative Purchasing Program/Sourcwell, Account # 38942, which provides opportunities to participate in contracts at a cost savings for the purchase of supplies, services, equipment, and certain materials; and

WHEREAS, BCI Burke, a leading manufacturer of commercial playground equipment, has been selected for the Sourcwell contract, and Burke’s professional representative firm, Snider Recreation, Inc. will administer the contract through the process of procuring playground equipment using the Sourcwell Term Schedule; and

WHEREAS, installation of the new playground will entail design, excavation, removal of dirt, and installation of a drainage system and new playground equipment.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to enter into a contract with Snider Recreation Inc., a Sourcwell Term Schedule vendor, for the design and installation of a new playground located at South Central Park, not to exceed \$275,000.00.

SECTION 2. The cost of this project will be paid from the appropriate fund(s).

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to purchase the materials for the installation of the new playground. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: March 6, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 09, 2023



Kevin Corcoran
MAYOR

DATE:	<u>February 6, 2023</u>	1 ST READING:	<u>February 6, 2023</u>
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TEMPORARY NO:	<u>T 9-2023</u>	ADOPTED:	<u>March 6, 2023</u>
		EMERGENCY:	<u>March 6, 2023</u>
		EFFECTIVE:	<u>March 6, 2023</u>

ORDINANCE NO. 6050-2023

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE, OHIO, TO ENTER INTO AN AGREEMENT BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) AND THE CITY OF NORTH RIDGEVILLE FOR SIGN INSTALLATION AND MAINTENANCE AND DECLARING AN EMERGENCY.

WHEREAS, ODOT is initiating a statewide signage project called the “US Bicycle Route (USBR) Signage Project” for communities in Ohio that participate and are interested in receiving bike route signs; and

WHEREAS, the bike route signs will increase awareness and safety of the traveling public, and will provide residents and visitors with wayfinding information; and

WHEREAS, in order to receive the bike route signs, North Ridgeville will need to enter into an agreement with ODOT, and to submit a signed copy of the agreement to ODOT by April 1, 2023.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to enter into an agreement with ODOT for sign installation and maintenance regarding the statewide project “US Bike Route Signage Project”, the terms of which are more fully explained in the Agreement attached hereto.

SECTION 2. Any costs associated with the City’s maintenance/repair/replacement of the USBR signs received from ODOT will be paid from the appropriate funds

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to meet the Ohio Department of Transportation’s deadline of April 1,

2023. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: March 6, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 09, 2023



Kevin Corcoran
MAYOR

ODOT AGREEMENT NO. _____
Local Consent Ordinance/Resolution No. _____

**AGREEMENT
BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION
AND THE CITY OF NORTH RIDGEVILLE, OHIO,
FOR SIGN INSTALLATION AND MAINTENANCE.**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the “ODOT” and the City of North Ridgeville, 7307 Avon Belden Road, Ohio 44039, hereinafter referred to as the “LOCAL” and shall be referred to singularly as “party” and collectively as “parties”.

WHEREAS, pursuant to Ohio Revised Code 5501.11(A)(4), the Ohio Department of Transportation may cooperate with counties, municipal corporations, townships, and other subdivisions of the state in the improvement of public roads; and

WHEREAS, the legislative authority of the LOCAL has granted its consent to the Director to furnish and install certain signage for use within its political subdivision limits; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and LOCAL in an efficient manner that ODOT installs certain signage on certain roads within the LOCAL and for the LOCAL to maintain the signage.

NOW THEREFORE, it is agreed by the parties as follows:

1. OBLIGATIONS OF ODOT

1.1 ODOT will furnish and install, at no cost to the LOCAL, US Bicycle Route Signage (M1-9a) at locations identified in the USBR Signage Plan attached as Exhibit A within the LOCAL’s political subdivision limits.

2. OBLIGATIONS OF THE LOCAL

2.1 The LOCAL grants ODOT the right to use and occupy the right-of-way in and abutting the section of routes identified in the USBR Signage Plan herein described for the purpose of installing the USBR Signs.

2.2 The LOCAL agrees to assume ownership of all the USBR Signs within its jurisdiction.

2.3 The LOCAL agrees to assume responsibility for relocating signage if US Bicycle Route alignments change overtime in their jurisdiction.

2.4 The LOCAL agrees to assume, at their sole cost, all future maintenance, repair, and replacement of the USBR Signage under this Agreement.

3. TERM OF AGREEMENT

3.1 This Agreement shall commence on date of last signature below and shall expire June 30, 2024, but in no case shall this Agreement extend beyond the current biennium.

3.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.

3.3 The maintenance, repair, replacement, and relocation responsibilities by the LOCAL of the USBR Signage will continue in perpetuity.

4. GENERAL PROVISIONS

4.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns.

4.2 Either party may, at any time during the term of the agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the Parties consent to modifications of the agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

4.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

4.4 The State of Ohio and ODOT are self-insured.

4.5 Each party shall be responsible for liability associated with that party's own errors, actions, and failures to act.

4.6 If the LOCAL breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by ODOT of that breach or default, ODOT may terminate this Agreement.

4.7 ODOT and LOCAL agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement, with the exception of matters identified in this agreement requiring approval solely and finally by ODOT.

4.8 Ohio Ethics Law: The LOCAL and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.

5. NOTICE

5.1 Notices under this agreement shall be directed as follows:

City of North Ridgeville
7307 Avon Belden Road
N. Ridgeville, Ohio 44044

Ohio Department of Transportation
District 3
906 Clark Ave
Ashland, OH 44805

6. SIGNATURES

6.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized to execute this agreement.

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

The Parties have caused this agreement to be executed as of the day and year last written below.

City of North Ridgeville

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A



**State & US
BIKE ROUTE
SYSTEM**

US BIKE ROUTE SIGNAGE PROJECT - 2023

The Ohio Department of Transportation (ODOT) is initiating a US Bicycle Route (USBR) signage project in 2023. Routes include USBRs 25, 30, and 230. ODOT will furnish and install signage for local communities who sign an agreement for installation and/or maintenance by no later than April 1, 2023.

Although signage is not a requirement of USBRs, ODOT is supporting the installation of signs to increase awareness and expectation for bicyclists and to provide residents and visitors with wayfinding information.



MAINTAINING SIGNAGE

US Bike Routes in Ohio include both on-road and off-road routes. Many of these roads and trails are maintained by local authorities who will be responsible for maintaining USBR signs on facilities under their authority. Because of this, local agreements must be received in order to participate and receive signage. Sign maintenance includes replacement, when necessary.

In the future, if USBR alignments are adjusted, local authorities will be responsible for relocating signs. However, USBR alignments cannot be changed simply by moving signs. Route changes must be submitted to ODOT for approval. USBR alignment requests can be submitted to ODOT using [this form](#) at any time.

SIGNAGE PLAN

Locations for USBR signs are provided using their latitude and longitude in the Signage Location Spreadsheet and can be viewed on this [online map](#). The plan includes:

- Installation of one M1-9 Alternative sign and direction arrow at each turn along designated USBRs
- Installation of additional confirmation signs where turns are 5+ miles apart
- 18x24 signs will be used for on-road locations
- 12x18 signs will be used for trail locations

Where USBRs overlap, each individual route will be signed. Locations were selected to support navigation and minimize conflicts such as utilities, driveways, and guardrail.



Facility owners have the authority to include additional signs outside this statewide plan at their own discretion and cost using engineering judgement. More information on USBRs in Ohio, including signage, is available [here](#).

IN ORDER TO PARTICIPATE

By April 1st, ODOT requests that facility owners review the Signage Location Spreadsheet or [online map](#) and submit a signed agreement and contact information here:

***** [ODOT US Bicycle Route Signage Project Participation Form](#) *****

AGREEMENTS

One of the following agreements must be signed and submitted via the above form:

- **Sign Installation and Maintenance Agreement:** Intended for communities who want the signs and posts installed by ODOT contractors. Minor adjustments can be made during the two-week staking process (described below).
- **Sign Maintenance Only Agreement:** Intended for communities who want the signs and posts delivered - for installation by local forces. Submissions must include a delivery contact, delivery address (non-residential), and phone number.

ANTICIPATED PROJECT SCHEDULE

Collect Agreements from Local Stakeholders..... by April 2023
 Begin Construction..... by December 2023
 End Construction by June 2024

ADDITIONAL NOTES:

- ODOT is hosting an informational webinar on January 23rd for local governments who want to learn more. For more information, please [register for the Project Overview Webinar](#).
- Facility owners will have an opportunity to review locations ahead of installation. Proposed sign locations will be marked with a construction stake by a contractor for a two-week review period at which time local authorities may request minor adjustments.
- Segments of USBR 50 and its alternative route, which were previously signed, may be modified to include signing of USBR 25 where the routes overlap or intersect. This is detailed in the statewide signage spreadsheet.
- A shapefile of sign locations can be provided upon request.
- If you need additional assistance, please contact BikeOhio@dot.ohio.gov or 614-466-3049.

ADDITIONAL INFO ON USBRS IN OHIO

The [US Bicycle Route System](#) is created by the American Association of State Highway and Transportation Officials (AASHTO) and supported by Adventure Cycling. Segments of five US Bike Routes are in Ohio connecting to the rest of the country. Adventure Cycling maintains [route maps and wayfinding resources](#) which can be downloaded to further support navigation. In 2016, the Ohio Department of Transportation (ODOT) installed USBR signs along USBR 50.

For more information, visit [ODOT's State & US Bike Route System webpage](#).

DATE:	<u>February 6, 2023</u>	1 ST READING:	<u>February 6, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>February 21, 2023</u>
REFERRED BY:	<u>Planning Commission on 2-14-2023</u>	3 RD READING:	<u>March 6, 2023</u>
TEMPORARY NO:	<u>T 11-2023</u>	ADOPTED:	<u>March 6, 2023</u>
		EFFECTIVE:	<u>April 5, 2023</u>

Public Hearing on 3-06-2023

ORDINANCE NO. 6051-2023

**AN ORDINANCE AMENDING SECTIONS 1268.02, 1270.02,
AND 1272.02 OF THE NORTH RIDGEVILLE ZONING
CODE TO UPDATE USE REGULATIONS FOR CAR
WASHES.**

WHEREAS, this Council has established regulations which govern various permitted and conditional uses in the B-3 Highway Commercial District, B-4 Commercial Parkway District, and B-5 Architectural Business District; and

WHEREAS, because certain uses and commercial activities more intensely affect the surrounding area in which they are located than other uses, from time to time it is important to review uses for proper classification as permitted uses, conditional uses or uses not permitted in various districts; and

WHEREAS, the North Ridgeville Planning Commission carefully considered the proposed amendments at their meeting of February 14, 2023, and, by formal motion, *recommended* that the ordinance be approved; and

WHEREAS, following the publication of newspaper notice in conformance with the provisions of Section 9.1 of the Charter and Section 1246.03(d) of the Zoning Code, a public hearing was held on the 6th day of March 2023; and

WHEREAS, it is the desire of this Council to so amend these Codified Ordinances.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO:

SECTION 1. That *Section 1268.02 Permitted and Conditional Uses* in the B-3 Highway Commercial District of the Zoning Code be amended as follows:

1268.02 PERMITTED AND CONDITIONAL USES.

(a) Permitted Uses. A building or premises may be used for the following purposes in a B-3 Highway Commercial District:

- (1) Animal hospital and clinic.
- (2) Antique shop.
- (3) Appliance store (major appliances, e.g. T.V., washing machine, and radio sales).
- (4) Automobile service station.
- (5) Automobile repair and accessory sales.
- (6) Boat and marine sales.
- (7) Camping trailer sales and service.

~~(8) Car wash.~~

- (9) Cemetery (minimum of ten acres); mortuary; crematory.
- (10) Church and professional building.
- (11) Clinic and professional building.
- (12) Drive-in bank.
- (13) Drive-in ice cream and soda sales.
- (14) Drive-in restaurant.
- (15) Drive-in theater.
- (16) Farm, fruit and produce stand (adequate off-street parking shall be provided to take care of all customers).
- (17) Florist shop and retail sales.
- (18) Food locker.
- (19) Funeral home.
- (20) Furniture store.
- (21) Garden and nursery center.
- (22) Gift and novelty shop.
- (23) Greenhouse.
- (24) Grocery and meat market.
- (25) Heating and plumbing materials (sales, yard).
- (26) Heavy equipment sales.
- (27) Laboratory (medical or dental).
- (28) Lumber yard; builders materials and supplies.
- (29) Monument sales.
- (30) Motel and hotel.
- (31) Office building.
- (32) Parking lot (subject to the provisions of Chapter 1284).
- (33) Pet store.
- (34) Customary accessory uses.
- (35) Any permitted use in a B-2 Central Business District.

(b) Conditional Uses. The following uses shall be deemed to be conditional uses in this district.

- (1) Bars and taverns.
- (2) Bowling alleys, provided that the building used for such purposes shall be not less than 100 feet from any residential district.
- (3) Swimming clubs and other commercial recreation and amusements.
- (4) Truck terminals.
- (5) Kennels.

(6) Car washes, provided that there shall be a separation distance of one (1) mile between car wash businesses where the car wash is the primary use. Separation distances shall be measured by a straight line connecting the closest distance between the lots. The separation requirement shall have no application where a car wash is an accessory use.

(c) Similar uses as determined in accordance with Chapter 1210, except for the following uses which are expressly prohibited:

- (1) Self-storage facilities.

SECTION 2. That *Section 1270.02 Permitted and Conditional Uses* in the B-4 Commercial Parkway District of the Zoning Code be amended as follows:

1270.02 PERMITTED AND CONDITIONAL USES.

(a) A building or premises may be used for the following purposes in a B-4 Commercial Parkway District:

- (1) Automotive center (sales and service).
- (2) Automobile service stations.
- (3) Automobile repairs (minor and major).
- (4) Clinics and professional office buildings.
- (5) Convention halls, auditoriums, and assembly halls.
- (6) Gifts and novelties sale.
- (7) Hotels.
- (8) Laboratories (medical and dental).
- (9) Motels.
- (10) Night clubs, including the sale of alcoholic beverages.
- (11) Restaurants, including drive-ins.
- (12) Other similar uses which serve the long-distance motoring public.

(b) The following uses shall be deemed to be conditional uses in this district.

- (1) Boat and marine sales; construction equipment (sales and service).
- (2) Camping trailers and mobile homes (sales only).
- (3) Car washes, **provided that there shall be a separation distance of one (1) mile between car wash businesses where the car wash is the primary use. Separation distances shall be measured by a straight line connecting the closest distance between the lots. The separation requirement shall have no application where a car wash is an accessory use.**
- (4) Farm implements (sales and service).
- (5) Heavy equipment sales.
- (6) Truck service.
- (7) Truck terminals.

(c) Single-family residential uses shall be specifically prohibited in the B-4 District, except for the dwellings of resident watchman and hotel and motel operators whose work requires their continual presence on the premises.

(d) Similar uses as determined in accordance with Chapter 1210, except for the following uses which are expressly prohibited:

- (1) Self-storage facilities.

SECTION 3. That *Section 1272.02 Permitted and Conditional Uses* in the B-5 Architectural Business District of the Zoning Code be amended as follows:

1272.04 PERMITTED AND CONDITIONAL USES.

(a) A building or premises may be used for the following purposes in a B-5 Architectural Business District:

- (1) Ambulance service.
- (2) Antique store.
- (3) Apparel and accessories store.
- (4) Appliances (household).
- (5) Art gallery.

- (6) Automobile accessory store, sales, and service.
- (7) Bakery.
- (8) Banks (see also loan and finance offices).
- (9) Barbershop.
- (10) Barber and beauty shop supply store.
- (11) Beauty shop.
- (12) Bed and breakfast inns.
- (13) Blueprinting.
- (14) Bicycle shop.
- (15) Book store.
- (16) Business equipment and supply.
- (17) Business or trade school.
- (18) Camera and photographic equipment supply store.
- (19) Child care center.
- (20) Churches and temples.
- (21) Candy, nut, and confectionary store.
- (22) Clinic (dental or medical).
- (23) Dairy bar.
- (24) Dairy products store (bottling operations excluded).
- (25) Dance studio.
- (26) Delicatessen.
- (27) Department store.
- (28) Discount center and store.
- (29) Drug store.
- (30) Dry cleaning (custom and self-service).
- (31) Dry goods store.
- (32) Eating place, grill.
- (33) Egg and poultry store.
- (34) Floor covering.
- (35) Florist; gift shop.
- (36) Funeral home and cemetery.
- (37) Furniture; household furnishings.
- (38) Garden and lawn supplies store.
- (39) Grocery store and meat market (supermarket).
- (40) Hardware and sporting goods.
- (41) Hobby shop.
- (42) Motel.
- (43) Health salon.
- (44) Rest home.
- (45) Jewelry store.
- (46) Laboratory (dental and medical).
- (47) Laundry (custom and self-service).
- (48) Lighting fixture sales.
- (49) Liquor store (sale by package only).
- (50) Libraries.
- (51) Loan and finance offices (see also banks).
- (52) Locksmith.
- (53) Luggage store.
- (54) License bureau.

- (55) Museum.
- (56) Music store; pianos, radio, and television.
- (57) Newspaper publishing sales and service.
- (58) Novelty shop.
- (59) Office (any office in which chattels or goods, wares, or merchandise are not commercially created, exchanged, or sold).
- (60) Office supply store.
- (61) Night club.
- (62) Optician and optometrist shops.
- (63) Paint and wallpaper store; art supplies.
- (64) Parking lot, either publicly or privately owned and operated.
- (65) Post office.
- (66) Plumbing and heating shop and supplies (enclosed storage only).
- (67) Professional services.
- (68) Pressing, altering, and repair of wearing apparel.
- (69) Printing and publishing, including processes related thereto.
- (70) Private clubs and lodges; YMCA; commercial recreation; fraternal societies.
- (71) Public utility offices and salesrooms.
- (72) Repair, rental, and servicing of any product, the sale of which is permitted in this District.
- (73) Restaurant.
- (74) Resale shop; used clothing and furniture.
- (75) Shoe store (sales and repair).
- (76) Sign painting shop.
- (77) Surgical supplies store.
- (78) Surplus store.
- (79) Telephone exchange and office.
- (80) Theater and theatrical studio.
- (81) Toy store.
- (82) Travel agency.
- (83) Variety and notions store.
- (84) Wall and floor coverings store.
- (85) Cemetery.
- (86) Drive-in bank.
- (87) Drive-in ice cream.
- (88) Drive-in restaurant.
- (89) Farm, fruit, and produce stand.
- (90) Gift and novelty shop.
- (91) Office building.
- (92) Pet store, pet cemetery with flat markers only.
- (93) Customary accessory uses.
- (94) Assisted living for the elderly.
- (95) Planned unit development.
- (96) Animal clinic or animal hospital.

(b) The following uses shall be deemed to be conditional uses in this district.

- (1) Bowling alleys shall be deleted, except as part of a larger planned unit commercial development (PUD), with buffer strip.
- (2) Swimming clubs and other commercial recreation and amusements, with buffer strip.

(3) Automobile service station, with buffer strip.

~~(4) Car wash, with buffer strip.~~

(c) Residences can co-exist at the same location when living quarters are maintained with a minimum of 1,040 square feet.

(d) Existing structures converted to a business shall be grandfathered with regard to setback, side yard, and rear yard requirements, but must have "Theme Design" on three prominent sides of the building to respect the architectural theme of the District.

(e) Similar uses as determined in accordance with Chapter 1210, except for the following uses which are expressly prohibited:

(1) Self-storage facilities.

SECTION 4. That, in all other respects, the North Ridgeville Zoning Code, as amended from time to time, shall remain in full force and effect.

SECTION 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 6. That this Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: March 6, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 09, 2023



Kevin Corcoran
MAYOR

DATE:	<u>February 6, 2023</u>	1 ST READING:	<u>February 6, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>February 21, 2023</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>March 6, 2023</u>
TEMPORARY NO:	<u>T 13-2023</u>	ADOPTED:	<u>March 6, 2023</u>
		EFFECTIVE:	<u>April 5, 2023</u>

ORDINANCE NO. 6052-2023

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE TO ENTER INTO A CONTRACT WITH CT CONSULTANTS, INC., A PROFESSIONAL ENGINEERING FIRM, TO CONDUCT A “NO FEASIBLE ALTERNATIVE (NFA)” STUDY OF SECONDARY TREATMENT BYPASSES, NOT TO EXCEED \$70,000.00.

WHEREAS, the French Creek Wastewater Treatment Plant’s NPDES permit for 2023 (Permit 3PD00043*OD), issued by the Ohio EPA, requires a “No Feasible Alternative (NFA)” study of secondary treatment bypasses; and

WHEREAS, the study will confirm that there is no feasible alternative to eliminate bypasses from the equalization tanks during a wet weather event, which exceeds the tanks capacity; and

WHEREAS, CT Consultants, Inc., a professional engineering firm, has performed similar studies in the past, and is familiar with the secondary bypass operation of the French Creek Wastewater Plant; and

WHEREAS, the cost of the study is projected to cost \$70,000.00.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to enter into a contract with CT Consultants, Inc., a professional engineering firm, to conduct a “No Feasible Alternative (NFA)” study of secondary treatment bypasses at the French Creek Wastewater Plant, not to exceed \$70,000.00.

SECTION 2. CT Consultants, Inc. has provided the City with a copy of the Proposal for Professional Engineering Services which is attached hereto in substantially the same form as the Law Director may approve, and designated as being Exhibit A.

SECTION 3. The cost of said engineering design services for this project shall be charged to and paid from the appropriate fund.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: March 6, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 09, 2023



Kevin Corcoran
MAYOR



January 18, 2023

Mr. Corey Timko, Superintendent
City of North Ridgeville French Creek WWTP
2350 Abbe Road
Sheffield Village, Ohio 44054

**Re: *Proposal for Professional Engineering Services
No Feasible Alternatives Study
City of North Ridgeville, Ohio***

Dear Mr. Timko:

CT Consultants, Inc., hereinafter referred to as “CT” or “Engineer,” is pleased to submit this proposal for the referenced project. We understand the draft NPDES Permit for the French Creek WWTP serving the City of North Ridgeville requires a No Feasible Alternative (NFA) study of secondary treatment bypasses (Permit 3PD00043*OD).

The alternatives to be studied must include:

1. Inflow/infiltration reduction within the collection system
2. Additional wastewater storage and flow equalization
3. Providing additional secondary treatment capacity
4. Enhanced treatment of bypassed flows
5. Costs associated with the respective alternatives
6. Elements of an integrated planning approach (if considered)
7. Schedule for implementation of the recommended improvements in the collection system and/or the treatment plant

We further understand that the City is currently engaged in a Master Sewer Plan Update, which will address items #1 and #2 as noted above. CT will leverage our knowledge of the French Creek WWTP to address items 3 through 7, and incorporate the data provided by others for items 1 and 2 to develop an NFA report as described below.

SCOPE OF SERVICES

Please note that the items in italics are anticipated to be provided by others. CT will incorporate these materials into the NFA. The materials will be properly referenced and attributed.

January 18, 2023
 Mr. Corey Timko, Superintendent
 City of North Ridgeville French Creek WWTP
 Page 2 of 7



A. NO FEASIBLE ALTERNATIVES STUDY OUTLINE

1. Background Information

- a. Description of existing treatment plant
 - Process flow diagram
 - Design capacities of treatment units.
 - Summarize unit process bypass capacities and bypasses.
 - Meet with Staff to understand and memorialize wet weather flow operations and challenges
- b. *Include a description of the collection system*
 - *Existing conditions*
 - *Maps*
- c. Prepare summary narrative of plant and collection system

2. Flow Characterization

- a. Characterize precipitation vs. Secondary Treatment Bypass occurrences based on historical rainfall data.
 - Summarize recent flow data (5 yrs.) - wet and dry weather.
 - Characterize precipitation vs. secondary bypass occurrence based on historical rainfall data.
 - Prepare hydrographs extrapolated linearly to 5-year and 10-year and 25-year storms at the WWTP.
 - Review and summarize data on historical high flow events.
 - *Include I/I investigation and reduction history*
 - *Include costs for I/I removal per gallon of I/I removed (on a peak flow basis).*
- b. Prepare an overall narrative and compile flow characterization.

3. Projected Peak Wet Weather Flows

- a. Summarize any WWTP planned changes based on input from City staff.
- b. Prepare a description of wet weather flows.
- c. *Include a summary of anticipated collection system expansions/changes.*

4. Alternatives to Eliminate Bypasses during at the 5-year and 10-year events.

a. Additional storage/equalization

- *Adding equalization in the Collection System*
 - i. *Include analysis of, and costs associated with addition of equalization within the Collection System.*
- Adding equalization at the WWTP
 - i. *Include analysis of, and costs associated with the collection system's ability to convey flows to the WWTP site and considerations for additional projects to increase conveyance capacity to the WWTP.*
 - ii. Review of available data to determine necessary equalization basin sizing
 - iii. Analysis of additional equalization at the WWTP will consider
 1. New tankage

January 18, 2023
 Mr. Corey Timko, Superintendent
 City of North Ridgeville French Creek WWTP
 Page 3 of 7



2. Site civil, utility, environmental, floodplain, and general constructability review
 3. Ancillary equipment for filling, draining and cleaning of the equalization tanks.
 4. Planning level capital cost analysis
- b. Provide Additional or Enhanced Secondary Treatment Capacity**
- Process changes: CT will hold a workshop with the WWTP Superintendent and selected staff to gain an understanding of the potential for operational changes effect on bypasses.
 - For expansion of secondary treatment capacity, examine the effectiveness to bypass control with the construction of a 4th treatment train.
- c. Treatment of Bypassed Flow**
- Develop two alternatives for high-rate clarification of bypassed flow. These are anticipated to include ballasted flocculation and chemically enhanced primary clarification.
 - High rate filtration treatment process analysis for bypassed flow.
- 5. Financial Capability**
- a. Compare City sewer rates to others in Ohio based on Ohio EPA's latest Sewer and Water Rate Survey
 - b. Calculate the cost of sewer service for a typical household as a percentage of HMI
 - c. Calculate the combined cost of sewer and water service for a typical household as a percentage of HMI
- 6. Selection of Recommended Plan**
- a. Assemble alternatives into feasible options.
 - b. Develop costs associated with each feasible option.
 - c. Identify selection criteria to evaluate the options.
 - d. Prepare description of recommended plan.
 - e. Prepare implementation schedule.
- B. ADDITIONAL SERVICES**
- Additional services may be provided if authorized by the City
- Collection System Sanitary Sewer Evaluation Study (SSES).
 - Collection system modeling.
 - WWTP Treatment Plant modeling.
 - WWTP Stress Testing.
 - Analyzing additional alternatives.
 - Performing affordability analysis beyond that described above or other rate studies.
 - Develop an integrated planning approach to addressing headworks *bypasses*, collection system SSOs, water in basement events, or other wet weather issues.

January 18, 2023
Mr. Corey Timko, Superintendent
City of North Ridgeville French Creek WWTP
Page 4 of 7



C. SERVICES TO BE PROVIDED BY THE CITY:

It is agreed that the City will provide:

- A description of the collection system
 - Existing conditions
 - Maps
- An I/I investigation and reduction history
- Costs for I/I removal per gallon of I/I removed (on a peak flow basis).
- A summary of anticipated collection system expansions/changes.
- An analysis of, and costs associated with addition of equalization within the Collection System.
- An analysis of, and costs associated with the collection system's ability to convey flows to the WWTP site and considerations for additional projects to increase conveyance capacity to the WWTP.
- All existing drawings and reports.
- WPCC influent flow data in electronic format (CT will assist in obtaining data from SCADA).
- 5 years of collection system flow monitoring data/reports.
- 5 years of SSO reports and bypasses at the WPCC.
- Current water and sewer rates and consumption data.

D. FEE ESTIMATE AND BILLING FOR BASIC SERVICES

The services described above will be performed on an hourly basis. The estimated fee to complete the scope of services is **\$70,000.00**. This amount will not be exceeded without written authorization from the City.

E. TIME OF COMPLETION

CT will commence immediately on the work task outlined above, upon receipt of authorization to proceed. A draft report shall be submitted for review and comment 9 months after. A final report incorporating review comments shall be submitted 90 days after receipt of said comments.

CLOSURE

If you concur with these terms and conditions stated above and with us to proceed with the aforementioned work, please provide a form of Agreement for approval and execution.

Please contact me if you have any questions at 440.530.2382 or saiken@ctconsultants.com. We welcome the continued opportunity to provide professional services to you and the City of North Ridgeville.

January 18, 2023
Mr. Corey Timko, Superintendent
City of North Ridgeville French Creek WWTP
Page 5 of 7



Respectfully,

CT CONSULTANTS, INC.

Shawn Aiken, PE
Vice President

Encl: Appendix A
CT Consultants Standard Terms and Conditions (6 pages)

Accepted by: _____
City of North Ridgeville Date

M:\PROPOSAL\2023\North Ridgeville, City Of\French Creek WWTP - Local; NFA; Silver_P221017\NFA Proposal\NFA Proposal Final.Docx

January 18, 2023
Mr. Corey Timko, Superintendent
City of North Ridgeville French Creek WWTP
Page 6 of 7



APPENDIX A

The following language from the EPA August 19, 2022 Public Notice for Permit number 3PD00043*OD is included for reference purposes.

No Feasibility Analysis (NFA) Implementation - Secondary Treatment Bypass

The French Creek WWTP includes a bypass (Internal Monitoring Station 3PD00043602) that does not receive the required minimum treatment, i.e. secondary treatment, prior to being discharged to the receiving stream. This bypass, located out of the flow equalization tank during heavy rains, is chlorinated, dechlorinated, and sampled prior to combining with the treated final effluent. Bypasses are not authorized by this permit, including Part I.C - Schedule of Compliance.

The permittee shall undertake the following actions:

- a. As soon as practicable but not later than 6 months after the effective date of this permit, the Page 23 3PD00043*OD permittee shall initiate a comprehensive analysis of all feasible alternatives necessary to eliminate the secondary treatment bypass at the treatment plant. This analysis shall address and evaluate the following:
 - i. Inflow/infiltration reduction within the collection system;
 - ii. Additional wastewater storage and flow equalization;
 - iii. Providing additional secondary treatment capacity which includes an analysis of constructing additional secondary capacity as well as an analysis of process changes to enhance secondary treatment capacity;
 - iv. The analysis shall also evaluate methods that will enhance the treatment of any bypassed flow;
 - v. Costs associated with the respective alternatives;
 - vi. Elements of an integrated planning approach (if considered);
 - vii. A proposed schedule for implementation of recommended improvements in the collection system and/or the treatment plant.
- b. The permittee shall submit a status report regarding the comprehensive analysis required under Item 1.a. above not later than 12 months after the permit effective date from the effective date of the permit. (Event Code 95999)
- c. The permittee shall submit the comprehensive analysis required in Item 1.a. above as soon as practicable, but no later than 24 months after the permit effective date from the effective date of this permit. The report shall be submitted to the Ohio EPA Northeast District Office and the Ohio EPA Central Office. (Event Code 15099)

January 18, 2023
Mr. Corey Timko, Superintendent
City of North Ridgeville French Creek WWTP
Page 7 of 7



- d. Ohio EPA will review the comprehensive analysis submitted under Item 1.a. above and provide any necessary comments to the permittee. The permittee shall respond to any deficiencies in the analysis as noted by Ohio EPA within 30-days of receiving Ohio EPA comments.
- e. Within 30-days of notification of review and acceptance by Ohio EPA, the permittee shall initiate implementation of the recommendations of the report, including any revisions necessary to address Ohio EPA comments. Implementation shall follow the permittee's schedule included in the report as accepted by Ohio EPA.

**CT CONSULTANTS
STANDARD TERMS & CONDITIONS**

The following conditions and provisions define the basic terms relating to the services and compensation agreed to and as outlined on the attached Scope of Services; Letter Agreement; and/or, Work Authorization.

OWNER: City of North Ridgeville French Creek WWTP

ENGINEER: CT Consultants, Inc.

AGREEMENT DATE: January 18, 2023

INITIAL: _____

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide all Services set forth herein and upon this Agreement becoming effective, ENGINEER is authorized to begin unless otherwise stipulated to by the OWNER.

ARTICLE 2 - TIMES FOR RENDERING SERVICES

2.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

2.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 3 - PAYMENTS TO ENGINEER

3.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted monthly to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in the Agreement including additional services and reimbursable costs, if any.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination.

1. In the event of any termination, ENGINEER will be entitled to invoice OWNER and will be paid for all services performed or furnished and all

Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in paragraph 3.01, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using normal methods and rates.

ARTICLE 4 - OPINIONS OF COST

4.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

ARTICLE 5 - GENERAL CONSIDERATIONS

5.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

H. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

5.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

5.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to

maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5.04 Insurance

A. The ENGINEER shall maintain the following insurance:

1. Workmen's Compensation
2. Employer's Liability Insurance
3. General Liability Insurance
4. Automobile Liability Insurance

B. OWNER shall maintain similar insurance and shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER, which are applicable to the Project.

C. If requested, OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage's indicated. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

D. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in

the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

E. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and the agreed to fee shall be supplemented to incorporate these requirements.

5.05 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein

shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

5.07 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.07.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not

for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in any Contract Documents.

5.08 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their right to arbitrate, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

5.9 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition

shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

5.10 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals and in no case shall this liability exceed the maximum fee amount.

4. In addition to the indemnity provided under paragraph 5.10.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition,

provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 5.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5.11 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

5.12 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

5.13 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.14 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.