



August 29, 2024

WHITEHOUSE COUNCIL AGENDA
September 3, 2024
6:30 P.M.

The Whitehouse Village Council is encouraging citizens to consider accessing public meetings remotely. You may do so by phone at 1-567-318-0438. You will then be prompted to press the following Meeting ID 960287013#. You may also access the meeting online by going to the Village website at www.whitehouseoh.gov and clicking on the link from the home page. Please make sure you mute your microphone.

Notice is hereby given that the Whitehouse Village Council will meet on Tuesday, September 3, 2024, at 6:30 PM. The meeting will be held in Council Chambers, Village Hall, 6925 Providence St., Whitehouse, Ohio.

Welcome and thank you for attending the Whitehouse Village Council meeting. The purpose of the Village Council meeting is to conduct the official business of the Village of Whitehouse and to hear citizen's comments pertaining to items that appear on the agenda and comments for future consideration. We welcome and encourage your participation. If you wish to make a comment, please wait to be recognized then state your name and address for the record. Please make your comments as concise as possible to allow time for others who wish to make comments. The Mayor presides over the Council meeting and has the authority to take the actions necessary to maintain order and proper decorum among those present. Thank you for your cooperation.

- I. Call to Order
- II. Roll Call
- III. Prayer
- IV. Pledge of Allegiance
- V. Adoption of Minutes of the August 20, 2024 Council Meeting
- VI. Adoption of Bills Dated August 29, 2024, the Addendum bills dated September 3, 2024 and the July 2024 Financial Statements
- VII. Introduction of Persons to Appear Before Council
 - A. Request for Christmas 5K on December 7, 2024
 - B. Request for AW Homecoming Parade on September 20, 2024
- VIII. Committee Reports
 - A. Report on the August 20, 2024 Finance Committee Meeting
- IX. Report of the Mayor
 - A. Discussion of a DORA
- X. Report of the Clerk of Council

6925 Providence Street . PO Box 2476 . Whitehouse, Ohio 43571
Phone 419-877-5383 . Fax 419-877-5635
whitehouseoh.gov

- XI. Report of the Municipal Administrator
 - A. Request Authorization for Legislation Authorizing the Award of a Contract Engineering and Consulting Services for the Waterville Street Improvement Project (as an emergency)
 - B. Upcoming Planning Commission meeting on Monday, September 9, 2024
- XII. Report of the Law Director
- XIII. Report of the Department Heads
- XIV. Citizen Comments on Agenda Items
- XV. Ordinances
 - A. **Ordinance 14-2024:** Authorizing the Award of a Contract for Engineering Services for Waterville Street Improvements with Kleinfelder, Inc. (as an emergency)
- XVI. Resolutions
- XVII. Council Comments
- XVIII. Citizen Comments
- XIX. Adjournment

CALL TO ORDER – ROLL CALL – PRAYER – PLEDGE OF ALLEGIANCE

Meeting called to order at 6:30 PM by Mayor Rich Bingham.

Council Members Present: Louann Artiaga, Dave Riegenbach, Carrie Tuohy, Steve Fine and Larry Yunker

Council Members Absent: Steve Connelly (joined via Teams remotely)

Staff Present: Municipal Administrator Jordan Daugherty, Deputy Administrator Joshua Hartbarger, Solicitor Kevin Heban, Director of Public Services Steve Pilcher, Police Chief Allan Baer, Fire Chief Jason Francis, Council Clerk Nicole Hartbarger

Mayor Bingham excuses Steve Connelly from being in the meeting in person in council chambers.

Guests Present: Dalton Nicely, David Hammack, Bruce Robertson, Tim Tuohy, Karen Gerhardinger

Council Prayer was given by David Hammack from Cedar Creek Church

Motion by Councilman Fine, seconded by Councilwoman Tuohy to approve the minutes of the July 16th, 2024, and July 30th, 2024 council meetings. 5 ayes

Motion by Councilwoman Artiaga, seconded by Councilwoman Tuohy to approve the bills totaling \$223,263.89 dated August 15th, 2024, the Addendum bills totaling \$1,853,266.24 dated August 20th, 2024 and the June 2024 Financial Statements. 5 ayes

PERSONS TO APPEAR BEFORE COUNCIL

Mayor Bingham asked if there were any persons to appear before council. Two people are on the agenda.

A. Dalton Nicely, Prospective New Business Owner and New AW Wrestling Coach Meet and Greet

Nicely thanks Mayor and Council for allowing him to join and speak at the meeting and shares a thank you Administrator Daugherty for putting him on the agenda. He shares that he is the new varsity wrestling coach at AW; he was previously at Evergreen as a coach. Nicely comments that he would like to get involved more in the AW community, currently has a financial planning business out of Wauseon – would like to grow and be more involved in this area. Councilman Riegenbach asks are we going to be good this year at wrestling; Nicely comments that the team will definitely build up over time.

B. Request for Village Meadows Block Party for September 21, 2024

Whitehouse Resident Andy Diffenderfer comments that he is here to speak on behalf of the Village Meadows subdivision where they are looking to do block party, looking for

permission to close down Whiddenmill Street in the neighborhood from 2-9pm on September 21st, 2024. He comments that they do have permission from neighbors already. It is asked of Public Works Director Pilcher and Police Chief Baer if they see any issue with this request; Pilcher and Baer have no problems.

Motion by Councilwoman Tuohy, seconded by Councilman Fine to approve the closing of Whiddenmill Street in the Village Meadows subdivision on September 21st, 2024 from 2-9pm for a neighborhood block party. 4 ayes (Councilman Yunker abstains from voting as he is a resident of Village Meadows subdivision)

COMMITTEE REPORTS

Mayor Bingham asked if there were any committee reports to share.

Report on the July 16, 2024 Finance Committee Meeting

Councilman Connelly shares that the meeting started at 8:14pm and all committee members were present; minutes were approved from July 9th, 2024 meeting. The group reviewed goals and objectives of the finance committee, and reviewed Administrator Daugherty's standard report and asked for additions and revisions to the standard to be reviewed at next meeting.

Report on the July 25, 2024 Tree Commission Meeting

Councilman Connelly shared that the meeting started at 7:35pm.

Old business the group talked about the need to carve out section to update inventory this year. Thank you sent to Craig Bauer for the demonstration. Master plan needs to be updated in Village Meadows area for storm damage. They discussed one pager possibility regarding invasive pests that are showing in the area. Also discussed was Facebook ideas to share information.

New business included discussion having high school students participate in tree commission, proposal was approved and will be working with schools to find a few students to work with the commission. Conversation was had around use of leftover COVID funds, \$40k. Question to Administrator Daugherty and administrative staff on the idea of having a story walk put together for children in the park area, could be less than \$1k or so based on research.

Report on the August 5, 2024 Planning Commission Meeting

Administrator Daugherty shares that the group met for the first meeting of the month at 6pm. Purpose was to look at final plat design and arch features of property on Waterville Swanton Road for Hertzfeld's. All were pleased with design after it had made its way through staff. Commission was unanimously supportive of the plans. Daugherty shares there are very nice looking renderings, will be some lease space available if there are any people or businesses interested.

Mayor asks if there are drawings that can be shared with Council – Daugherty says yes they are around, we can find them and share.

Report on the August 7, 2024 Board of Zoning Appeals Meeting

Deputy Administrator Hartbarger shares this was the first meeting of the year. Three board members present – first item was election of officers. Next the group approved previous meetings minutes. Discussion occurred on appeal 1-2024, it was a pole type construction after discussion motion made to approve the appeal and it passed unanimously.

REPORT OF THE MAYOR

Mayoral Appointment of Laurie Mauro to the Tree Commission

Nomination by Mayor Bingham of Laurie Mauro to sit on the Whitehouse Tree Commission. Laurie could not make it this evening but is aware of nomination.

Motion by Councilwoman Artiaga, seconded by Councilwoman Tuohy to accept the nomination of Laurie Mauro to the Whitehouse Tree Commission. 5 ayes

Mayor Bingham shared that ice cream with Mayor and Council went well, saw at least 50 citizens or so. Great conversation, people showed up and were talkative about things going on in the Village.

He shares that he would like to do another coffee with Mayor and Council in November. All Council supports this idea, possibly first weekend in November. Riggensbach suggests November 9th. Artiaga suggests prior to election, November 2nd, early in morning. Open to coffee locations, including Buzz – Deputy Administrator Hartbarger to look into the location and time.

Mayor Bingham comments that curbside pick-up is upcoming on September 8th, 2024 please spread the word that it is curbside this time around.

On the topic of taking the issue of marijuana grow facilities to the citizens, Mayor Bingham has received a lot of positive feedback where citizens are happy they can have a say in this decision. Artiaga asks if any negative comments on the issue itself, Mayor so far says no. Tuohy says a few mentioned they were against it. Riggensbach says he heard comments about what is the difference between growing marijuana or producing/making alcohol that is already allowed in town – both are legal at this point. Riggensbach asks is the ballot being written so people know what a yes or no vote means. Heban says yes, it is not enacting a law it is an issue that is being decided on. Heban will look at the ordinance to get the actual description. Mayor Bingham says the vote does not change the moratorium, but it is getting the opinion of the citizens on how the moratorium should be handled. Fine says this is a great example of why we need to make sure we have the citizens well educated on the issues on the ballot.

Mayor Bingham shares there are good results on survey so far; 708 that have taken it. Artiaga asks for a breakdown of age groups that have taken the survey. Mayor says he will be holding signs at the first football game coming up this Friday. Signs regarding the app and filling out the survey. Tami at Look at Me did the signs at cost – thank you to her for the support.

Mayor Bingham shares details about upcoming events. Northwest Ohio mayors meeting in Pemberville, recreational marijuana will be discussed. Deputy Administrator Hartbarger and Chief Baer will be attending as well at 6:30pm. Trick or Treat October 31, a Thursday. Fine asks if it would be worthwhile to do something at the Halloween event. Tuohy asks haven't we always done this. Hartbarger confirms yes the Village hands out hot dogs and chips, it will be at the shelter before the main trick or treat time. Mayor asking for candy to pass out as well. December 7th is the planned holiday celebration in town.

Mayor Bingham shared that people are asking about Swanton Street where updates are made, there is no grass. There is a power pole with really long grass, Pilcher says waiting on Edison to replace pole and then that will be cleaned up.

Lastly, Mayor Bingham shares that the grand opening of new distillery in town is on September 6th, Friday, at 4pm.

REPORT OF THE CLERK OF COUNCIL

Mayor Bingham asked for any items to report from Clerk Nicole Hartbarger. There were none.

REPORT OF THE MUNICIPAL ADMINISTRATOR

Mayor Bingham asked for any items to report from Municipal Administrator Jordan Daugherty.

Request Authorization for Legislation Authorizing the Award of a Contract for the 500K Gallon Water Tower Project to Maguire Iron (as an emergency)

Daugherty comments this is not the first time water tower has been discussed; but now do need council to take some action. He shared that staff has followed the public bid process; lawyers did review and found best bid – ended up being below engineers estimate. Tuohy asks do we do lump sum payment on the project. Daugherty confirms it is broken down into smaller payments.

Motion by Councilman Riggensbach, seconded by Councilman Fine to request Authorization for Legislation Authorizing the Award of a Contract for the 500K Gallon Water Tower Project to Maguire Iron, as an emergency. 5 ayes.

Daugherty asks if now is a good time to talk about conversation had with Councilman Fine. He shared that once all ballot issues passed and were ready to go, Fine contacted Daugherty on preliminary ideas on how to educate the public on the issues that will be out there to vote on. Daugherty shared that staff will put together draft ideas and will be discussed at

September Committee of the Whole. Fine comments that if drafts are sent early, he is willing to take ideas or suggestions from all members and make updates and send back to admin staff for their updates and review. Riggensbach asks Karen Gerhardinger if the Mirror still does layouts of local ballot issues, she said yes and deadline is early October to get those out. She will start working on those within the next 3-4 weeks.

Operations Report Summary

Deputy Administrator Hartbarger says almost 600 users registered for Access Whitehouse app so far, around 50 or so signed up for the email only option. He shares they are about 75% complete on the permits portion, updating their files while working on getting these live into the new system.

Hartbarger shares with Council that on September 9th they will close the village offices for an administrative training day for professional development.

REPORT OF THE LAW DIRECTOR

Mayor Bingham asked Solicitor Kevin Heban for any items to be reported.

Solicitor Heban commented for the record that Councilman Connelly is here virtually.

Heban asks to consider entering in an executive session regarding ORC 121.22G3 to talk about pending litigation.

Motion by Councilwoman Artiaga, seconded by Councilman Riggensbach to enter into executive session regarding ORC 121.22G3 after citizen comments. 5 ayes

CITIZEN COMMENTS ON AGENDA ITEMS

Mayor Bingham asked for Citizen Comments pertaining to Agenda items. There were none.

ORDINANCES

Mayor Bingham asked Solicitor Kevin Heban for any ordinances to be reviewed or voted on. He shares Ordinance 13-2024 is ready to be voted on.

- A. **Ordinance 13-2024:** Authorizing the Award of a Contract for the 500K Gallon Water Tower Project to Maguire Iron (as an emergency)

Motion by Councilman Fine, seconded by Councilwoman Tuohy to approve Ordinance 13-2024 to be read by title only. 5 ayes

Motion by Councilman Riggensbach, seconded by Councilman Yunker to approve to suspend the rules and have the second and third reading of Ordinance 13-2024 by title only. 5 Ayes

Motion by Councilwoman Artiaga, seconded by Councilwoman Tuohy to approve Ordinance 13-2024 by title only, declaring an emergency. 5 Ayes

Motion by Councilman Riggenbach, seconded by Councilman Fine to adopt **Ordinance 13-2024: Authorizing the Award of a Contract for the 500K Gallon Water Tower Project to Maguire Iron**, as an emergency. Third reading vote by name. 5 Ayes

RESOLUTIONS

Mayor Bingham asked Solicitor Kevin Heban for any resolutions to be reviewed or voted on. There were none.

OTHER ITEMS DISCUSSED

Department Heads

Fire Chief Francis shares that July stats are provided in packets for tonight's meeting. EMS reform went live on August 5th and has gone well so far for the region. EMS policy board meeting recently occurred and Chief Francis was voted in as chairperson, working on agendas and quarterly meeting dates. Citizen Fire Academy has one person signed up so far.

Police Chief Baer comments that the statistics report from July has been provided. He shares that every year citizens survey goes out, has been successful every year. Average around 120 responses, does provide a gauge on how the public feels the department is performing. This will begin on September 1st, in years past it has been 4.3-4.7 stars out of 5.

Public Works Director Pilcher shares his team is currently involved in fire hydrant inspections and will be moving on to fire hydrant painting. Storm water utility repairs that have surfaced since all the rain this year are being worked on. He shared that during the summer there was four part time help with watering and mowing, two have gone back to school, one will be done on Friday, one left through fall – have placed a help wanted add to get one more seasonal/part time person. He comments that the bridge is in, looks very nice, still some concrete work to finish up and some seeding and mulching. Once final completion list is made, can move forward with naming ceremony of the bridge. Riggenbach asks is there any chance of clearing the brush, is there a safety concern with the steep drop off. Pilcher says there will be railing and will look into clearing brush.

Council Comments

Councilwoman Tuohy comments on the notices in water bills for app and survey; says that people don't always see notices because of electronic payment, etc. and should not necessarily be the only way to get information out to residents. Fine agrees, should not be only way for sure. She shares that she had comment from a citizen there was lawn care company parked at roundabout that almost caused accident, wasn't Village of Whitehouse staff; she suggested to call police/Village to notify. Tuohy comments that they have talked about setting price/funding limitation for Administrator – can this be added to Committee of the Whole meeting agenda; Heban confirms this would be ordinance and can be discussed.

Councilman Fine says thank you to Deputy Administrator Hartbarger and others who helped with the ice cream, including Mark Schriefer for all advertising work. He also thanks Hartbarger for the work on Access Whitehouse app, it is great.

Councilman Yunker comments it was a great event this last weekend with the ice cream, thank you out to Generals Ice Cream who helped make that happen.

Councilwoman Artiaga inquires about the W3 meeting held a week or so ago; Hartbarger says it was an update – only topic was EMS reform and how that was going. She shares a community announcement, the library starting up series of classes first Monday of every month, first one in September is Football 101 – held at 6:30pm.

CITIZEN COMMENTS

Mayor Bingham asked if there were any Citizen comments to be heard. There were none.

Motion by Councilwoman Artiaga, seconded by Councilman Riggenbach at 7:23pm to enter into executive session pending litigation ORC 121.22G3. 5 ayes

Motion by Councilwoman Artiaga, seconded by Councilman Riggenbach to reconvene council meeting at 8:39pm. 5 ayes

ADJOURNMENT

Motion by Councilwoman Artiaga, seconded by Councilwoman Tuohy to adjourn the meeting at 8:39pm. 5 ayes

Duly Appointed Clerk of Council

Mayor

COUNCIL BILLS

8/29/2024

VENDOR	DEPARTMENT	AMOUNT	TOTAL	DESCRIPTION
Amazon	Fire	\$48.55		Supplies
Amazon	Water	\$25.26		Supplies
Amazon	Maintenance	\$31.79	\$105.60	Supplies
AT&T	Fire	\$70.43	\$70.43	Phone Service
AT&T First Net	Fire	\$252.93		Cell Phones
AT&T First Net	Administration	\$92.15		Cell Phones
AT&T First Net	Water	\$42.80		Cell Phones
AT&T First Net	Sewer	\$42.80	\$430.68	Cell Phones
Atlantic Emergency Solutions	Fire	\$900.00	\$900.00	Vehicle Repair
Curtis Blue Line	Police	\$294.00	\$294.00	External Vest Carrier
Grainger	Parks	\$188.26	\$188.26	Parts
Kuhlman Corp.	Water	\$112.50	\$112.50	Supplies
Mannik & Smith Group	Capital Projects	\$9,579.57	\$9,579.57	SR 64 Multiuse Trail & Bridge
MASI	Water	\$1,455.15	\$1,455.15	Water Sample Analysis
Menards	Streets	\$28.21	\$28.21	Supplies
Ohio CAT	Streets	\$153.86	\$153.86	Filters
Ohio Gas Company	Police	\$7.65		Natural Gas Charges
Ohio Gas Company	Fire	\$11.37		Natural Gas Charges
Ohio Gas Company	Maintenance	\$36.24		Natural Gas Charges
Ohio Gas Company	Parks	\$23.19		Natural Gas Charges
Ohio Gas Company	Life Squad	\$11.36	\$89.81	Natural Gas Charges
Pneu-Matic Engineering, Inc.	Fire	\$1,557.37	\$1,557.37	Annual Maintenance
SiteOne Landscape	Streets	\$40.63	\$40.63	Insecticide
Stryker Sales LLC	Fire	\$769.60	\$769.60	Battery
Thomas Equipment	Streets	\$1,350.12		Tools & Parts
Thomas Equipment	Water	\$733.32		Tools & Parts
Thomas Equipment	Sewer	\$1,133.33	\$3,216.77	Tools & Parts
Vermeer	Streets	\$85.84	\$85.84	Parts
		\$19,078.28	\$19,078.28	

All events need a minimum of sixty (60) days for approval from the time of application to the event day.

Whitehouse

Request for Special Event

Village of Whitehouse

PO Box 2476, Whitehouse, OH 43571

Phone: (419) 877-5383 / Fax: (419) 877-5635

Email: VOWevents@whitehouseoh.gov

Name of Event: Christmas Village 5K
Coordinator/Contact Person: Clint McCormick / Julie Theroux
Address: 7140 Providence, Whitehouse OH 43571
Phone: 419-877-1000 Email: shopcyclewerks@gmail.com
FAX: _____
Event Date (s): 12-7-24 Event Hours: 4:30 - 7:00 PM
Estimated Number of Attendance: _____
Brief Description of Event:

5K Run/walk - Fun Holiday Run, Giveaways include Scarf Christmas Ornament, candy canes. Beer garden at the finish line. Runners encouraged to dress up in festive gear.

☐ Yes ☒ No (Is this event for a non-profit organization?)

Will the Event Use Signage/Attraction Devices

☒ Yes ☐ No

Amplified Voice/Music

☒ Yes ☐ No

Food/Beverage Sales

☐ Yes ☒ No

Alcoholic Beverage Sales

☐ Yes ☒ No

Tent Rental

☐ Yes ☒ No

Food Trucks

☐ Yes ☒ No

Inflatable (i.e., bounce house)

☐ Yes ☒ No

Product Sales

☐ Yes ☒ No

Temporary Fencing

☐ Yes ☒ No

Traffic Barricades

☐ Yes ☒ No

Traffic Signage (No Parking)

☐ Yes ☒ No

Security

☒ Yes ☐ No

Traffic Control and Direction

☐ Yes ☒ No

F2 Permit & Approval

☒ Yes ☒ No

Other (Explain)

Approximately 450-600 Runners

Identify any Village services, public facilities, or equipment you are requesting in conjunction with this event. (IE: enclosed shelter house, police assistance, streets closed).

Police assistance for traffic control @ street crossings

PLEASE supply a map highlighting the property, temporary structures (identifying use and activity), pedestrian ways and/or streets that will be impacted by this event.

All events need a minimum of sixty (60) days for approval from the time of application to the event day.

READ THE FOLLOWING BEFORE SIGNING

The submittal of this event form does not ensure approval of the event.

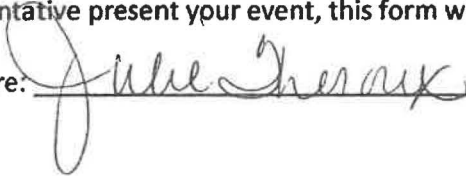
The Village cannot accommodate every event and some events may require reimbursement for services rendered. You must attach to this application either an insurance policy or a certificate of insurance that includes The Village of Whitehouse as additionally insured. The insurance requirements depend on the risk level of the event.

The applicant agrees to defend, indemnify, and hold harmless The Village of Whitehouse from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claim or recovered against or from The Village of Whitehouse by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomever and which damage, injury, or death, arises out of this activity.

In addition, by signing the form below, the event coordinator is agreeing that they, or a representative, need to present this event to Whitehouse Village Council during a regularly scheduled council meeting. If the event coordinator or representative is not present, they waive the right for the event fees to be waived if it was previously requested.

If you are submitting this form online, print your name in the signature block. Before you or your representative present your event, this form will need an official signature.

Signature: _____



Date: _____

2-12-24

Attachments if needed:

____ Ohio Revised Code Section 4303.202 F-2 Permit Legislation. [CLICK HERE](#)

____ Ohio Department of Commerce/Division of Liquor Control: *How to Apply for a Liquor Permit.* [CLICK HERE](#)

____ Tent, Bounce House, and/or Food Truck Application. [CLICK HERE](#)

All events need a minimum of sixty (60) days for approval from the time of application to the event day.

Payment for services

The Event Coordinator/Contact Person/Sponsoring Entity shall make payment for services payable to *The Village of Whitehouse*. Payment must be received by the Village of Whitehouse no later than ten (10) business days after the event. All numbers below are estimated based on the information provided by the coordinator. Billing will be in actual hours with a minimum of 2 hours billing per event.

Estimated Employee Hourly Rates:

Department	Hourly Rates	# Employees*	Total
Administration	\$50.00	0	0
Fire	\$50.00	0	0
Police	\$50.00	0	0
Public Service	\$50.00	0	0

*** VILLAGE EVENT**

* Department heads determine the number of employees needed for an event.

** There will be a two (2) hour minimum fee for all employees involved in the event.

Estimated Equipment Rates:

Current FEMA Fee Schedule

Inspection and Building Fees:

Type	Rate	# Tents or Food Trucks	Total
Building Permit Fee for Tent if over 700 sq feet	\$50.00/Tent	X	X
Tent Under 700 sq feet with no sides	No Fee	X	X
Tent over 400 sq feet with minimum of one (1) side	\$50.00/Tent	X	X
Initial Food Truck Inspection	\$25.00/Food Truck	X	X
Food Truck Re-Inspections	\$75.00/Food Truck	X	X
Shelter House / Pavilion Rental (No charge for resident)	\$100.00 / Non-Resident	N/A	X
Key / Security Deposit	\$100.00 (Refundable if returned and no damage or cleaning to property)	N/A	X

ESTIMATED EVENT TOTAL:

Personnel

Other

Total

All events need a minimum of sixty (60) days for approval from the time of application to the event day.

INTERNAL USE ONLY

Event Approval Signatures

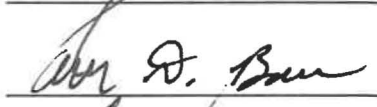
Deputy Administrator / COO

Police Chief

Fire Chief

Public Service Director



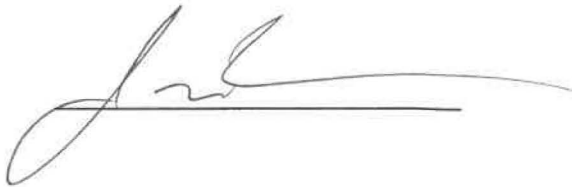






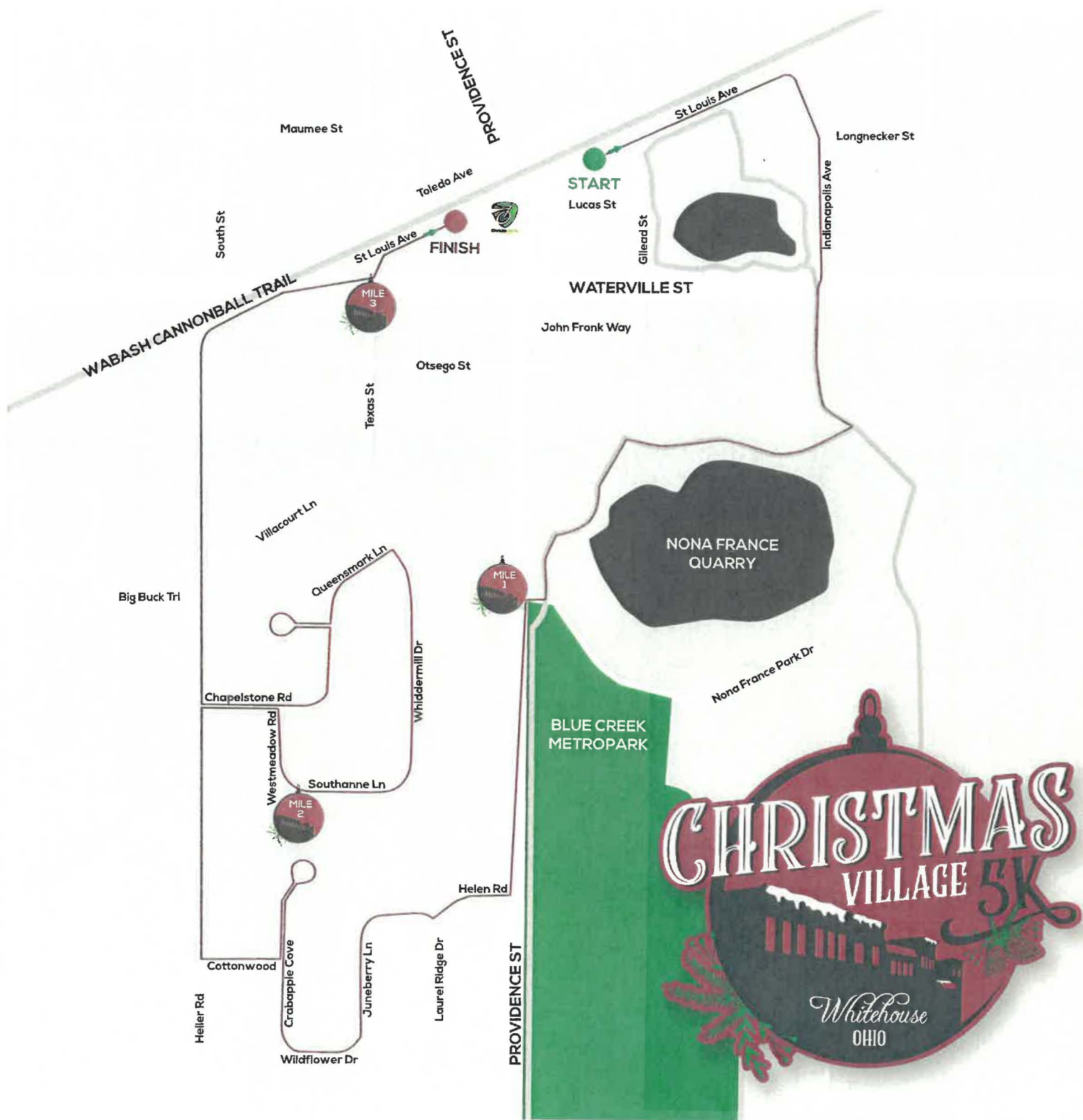
Approved for Council Presentation

Village Administrator



Date to appear before Council

Council Outcome





All events need a minimum of sixty (60) days for approval from the time of application to the event day.

Whitehouse

Request for Special Event

Village of Whitehouse

PO Box 2476, Whitehouse, OH 43571

Phone: (419) 877-5383 / Fax: (419) 877-5635

Email: VOWevents@whitehouseoh.gov

Name of Event: AW Homecoming

Coordinator/Contact Person: KEVIN PFEFFERLE

Address: 5967 Finzel Rd

Phone: 419-877-0466 Email: kpfefferle@anthonywaypreschools.org

FAX: _____

Event Date (s): Friday, Sept. 20 Event Hours: 1.5 hours

Estimated Number of Attendance: 1500

Brief Description of Event:

Parade route that follows the AW parade route each year. Finzel to Groves, to Cambridge, to Huff to Finzel again.

☒ Yes ☐ No (Is this event for a non-profit organization?)

Will the Event Use Signage/Attraction Devices

☒ Yes ☐ No

Amplified Voice/Music

☒ Yes ☐ No

Food/Beverage Sales

☐ Yes ☒ No

Alcoholic Beverage Sales

☐ Yes ☒ No

Tent Rental

☐ Yes ☒ No

Food Trucks

☐ Yes ☒ No

Inflatable (i.e., bounce house)

☐ Yes ☒ No

Product Sales

☐ Yes ☒ No

Temporary Fencing

☐ Yes ☒ No

Traffic Barricades

☒ Yes ☐ No

Traffic Signage (No Parking)

☒ Yes ☐ No

Security

☒ Yes ☐ No

Traffic Control and Direction

☒ Yes ☐ No

F2 Permit & Approval

☐ Yes ☒ No (?)

Other (Explain)

Identify any Village services, public facilities, or equipment you are requesting in conjunction with this event. (IE: enclosed shelter house, police assistance, streets closed).

Police assistance; Streets temporarily closed

PLEASE supply a map highlighting the property, temporary structures (identifying use and activity), pedestrian ways and/or streets that will be impacted by this event.

All events need a minimum of sixty (60) days for approval from the time of application to the event day.

Payment for services

The Event Coordinator/Contact Person/Sponsoring Entity shall make payment for services payable to *The Village of Whitehouse*. Payment must be received by the Village of Whitehouse no later than ten (10) business days after the event. All numbers below are estimated based on the information provided by the coordinator. Billing will be in actual hours with a minimum of 2 hours billing per event.

Estimated Employee Hourly Rates:

Department	Hourly Rates	# Employees*	Total
Administration	\$50.00	X	0
Fire	\$50.00	X	0
Police	\$50.00	X	0
Public Service	\$50.00	X	0

Typically, in cooperation with Village, WPD & WFD as well as other

* Department heads determine the number of employees needed for an event.

** There will be a two (2) hour minimum fee for all employees involved in the event.

Municipal Police Dept 3

Estimated Equipment Rates:

Current FEMA Fee Schedule

Inspection and Building Fees:

Type	Rate	# Tents or Food Trucks	Total
Building Permit Fee for Tent if over 700 sq feet	\$50.00/Tent	X	X
Tent Under 700 sq feet with no sides	No Fee	X	X
Tent over 400 sq feet with minimum of one (1) side	\$50.00/Tent	X	X
Initial Food Truck Inspection	\$25.00/Food Truck	X	X
Food Truck Re-Inspections	\$75.00/Food Truck	X	X
Shelter House / Pavilion Rental (No charge for resident)	\$100.00 / Non-Resident	N/A	X
Key / Security Deposit	\$100.00 (Refundable if returned and no damage or cleaning to property)	N/A	X

ESTIMATED EVENT TOTAL:

Personnel

~~Other~~

Total

on DUTY STAFF UTILIZED

All events need a minimum of sixty (60) days for approval from the time of application to the event day.

READ THE FOLLOWING BEFORE SIGNING

The submittal of this event form does not ensure approval of the event.

The Village cannot accommodate every event and some events may require reimbursement for services rendered. You must attach to this application either an insurance policy or a certificate of insurance that includes The Village of Whitehouse as additionally insured. The insurance requirements depend on the risk level of the event.

The applicant agrees to defend, indemnify, and hold harmless The Village of Whitehouse from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claim or recovered against or from The Village of Whitehouse by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomever and which damage, injury, or death, arises out of this activity.

In addition, by signing the form below, the event coordinator is agreeing that they, or a representative, need to present this event to Whitehouse Village Council during a regularly scheduled council meeting. If the event coordinator or representative is not present, they waive the right for the event fees to be waived if it was previously requested.

If you are submitting this form online, print your name in the signature block. Before you or your representative present your event, this form will need an official signature.

Signature:  Date: 8-27-24

Attachments if needed:

____ Ohio Revised Code Section 4303.202 F-2 Permit Legislation. [CLICK HERE](#)

____ Ohio Department of Commerce/Division of Liquor Control: *How to Apply for a Liquor Permit*. [CLICK HERE](#)

____ Tent, Bounce House, and/or Food Truck Application. [CLICK HERE](#)

All events need a minimum of sixty (60) days for approval from the time of application to the event day.

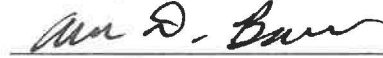
INTERNAL USE ONLY

Event Approval Signatures

Deputy Administrator / COO



Police Chief



Fire Chief



Public Service Director



Approved for Council Presentation

Village Administrator



Date to appear before Council

Council Outcome

**Village of Whitehouse
Finance Committee
Village Hall, Whitehouse, OH
Immediately Following Council Meeting - August 20th, 2024**

CALL TO ORDER – ROLL CALL

Meeting called to order at 8:43PM by Committee Member Riggenbach.

Committee Members Present: Dave Riggenbach and Carrie Tuohy

Committee Members Absent: Steve Connelly (joined via Teams remotely)

Staff Present: Municipal Administrator Jordan Daugherty, Council Clerk Nicole Hartbarger

Guests Present: N/A

Motion by Councilwoman Tuohy, seconded by Councilman Riggenbach to approve the minutes of the July 16th, 2024, Finance Committee meeting. 2 ayes

GENERAL

Continue Discussion of Goals and Objectives of the Finance Committee

Administrator Daugherty provided Committee Members the CEI report for review and comments. Riggenbach asks about month previous year to month previous year or is quarterly ok; example of May 2024 vs May 2023. Tuohy says it would be nice to see what was spent and when, to get an idea of trends. Riggenbach asks do we want monthly going forward and then going back historically is quarterly ok, all committee members agree with this. Comments made for historical and forward use quarterly and annual, compare to budget numbers as well as historical actuals, would like to see both revenue and expense. Tuohy asks reports that we get, can we get rid of some of the zero's to help clear some of the lines up.

Daugherty shares some updated documents, comments he tried his best to incorporate everything that was discussed in prior meeting. He shares it does include month to date information, though it is currently a quarterly report. Will email to Connelly tomorrow morning, leaving with Riggenbach and Tuohy the hard copies. He says he may need to update some formatting but feels it does include information that was asked. Daugherty shares he did provide investment report as well and can take questions or updates on that also.

Riggenbach confirms that from here the committee will evaluate reports that were provided and then meet to review again. He shares he would like to have meeting where reports are available and go through line by line. Final takeaways include to review reports and come up with any requests/updates, then at next meeting have what will be used going forward. All in agreement.

ADJOURNMENT

Motion by Councilwoman Tuohy, seconded by Councilman Riggenbach to adjourn the meeting at 8:52pm. 2 ayes

Respectfully submitted,

Nikki Hartbarger

Duly Appointed Clerk of Council

ORDINANCE NO. 14-2024

**AN ORDINANCE AUTHORIZING THE AWARD OF A CONTRACT FOR
ENGINEERING SERVICES WITH KLEINFELDER, INC., AND
DECLARING AN EMERGENCY.**

WHEREAS, The Village of Whitehouse is in need of awarding a contract for engineering and consulting services for the Waterville Street Improvement project in the Village of Whitehouse; and

WHEREAS, The Administration has investigated the engineers to perform this service; and

WHEREAS, After due diligence, Kleinfelder, Inc. was determined to be the most appropriate entity to perform these services for the Village.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, THREE-FOURTHS (3/4) OF ALL MEMBERS ELECTED THERETO CONCURRING, THAT:

Section 1: That the Council hereby waives any irregularities and authorizes the Village Administrator and Administration to enter into a contract with Kleinfelder, Inc., after approval by the Law Director, for engineering and consulting services associated with the Waterville Street Improvement project at a cost of not to exceed Thirty Five Thousand Five Hundred Dollars (\$35,500.00), which sum is hereby appropriated from such fund as designated and determined by the Administrator of the Village of Whitehouse.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted at open meetings of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with legal requirements as set forth by Village Charter.

Section 3. This Ordinance is hereby declared to be an Emergency Measure necessary for the immediate preservation of the public peace, health, and safety; and for the further reason that this Ordinance is deemed necessary to provide for the engineering services as soon as possible for the orderly administration for the Village and to commence the Project in a timely fashion.

WHEREFORE, this Ordinance shall take effect and be in full force immediately upon its passage and approval.

VOTE ON EMERGENCY MEASURE: Yeas: _____ Nays: _____

FINAL VOTE ON THE MEASURE: Yeas: _____ Nays: _____

First Reading: _____

Second Reading: _____

Third Reading: _____

EFFECTIVE DATE OF THIS ORDINANCE: _____, 2024.

Mayor

ATTEST:

Duly Appointed Clerk of Council

Kevin A. Heban, Solicitor



July 16, 2024

Appendix A

Mr. Steve Pilcher
Director of Public Service
Village of Whitehouse, Ohio
6925 Providence Street
Whitehouse, Ohio 43571

Re: Waterville Street Improvements
Village of Whitehouse, Ohio
M2400889

Dear Mr. Pilcher,

As we discussed in previous correspondence, Kleinfelder, Inc. proposes to provide professional engineering services to assist the Village (Owner) with Waterville Street Improvements (hereinafter referred to as the "project"), located at Waterville Street, Whitehouse, Ohio, 43571.

The Village shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. In addition, the Village will provide all pertinent existing data related to this project to Kleinfelder.

Project Understanding:

- Ohio Public Works Commission has funded the project as set forth in attached application.
- Waterville Street from Oak Crossing Lane to Providence Street is in need of improvements including road resurfacing, roadway repair, as described in the attached OPWC application are in need of roadway improvements including road resurfacing, roadway repair, curb repair, pavement markings, and an addition of a crosswalk.

Scope of Services:

- Design
 - Obtain standard details, specifications, and construction standards from the Village.
 - Develop a project schedule that follows the OPWC Application for this project.
 - Topographic and utility structure survey of project area and preliminary engineering including stationing.
 - Contact with OUPS and utility owners for location of existing utilities and coordination of these utilities in the design plans.
 - Prepare detailed design plans, calculations, and specifications acceptable to the Village.
 - Prepare construction cost estimates.
 - Provide value engineering solutions.



- **Bidding**
 - Assist the Village in the preparation of pre-construction related documents including, construction contracts, technical specifications, and bidding proposal.
 - Provide a bid advertisement.
 - Via an online planroom service, provide prospective bidders with all necessary construction-related documents and maintain a record of prospective bidders to whom documents have been issued
 - Issue addenda as needed and answer bidding questions
 - Attend the bid opening meeting
 - Review submitted bids for conformance to requirements.
 - Recommend contractor for award of contract, if able.
 - If awarded, assist the Village with composition of executory construction contract and related documents.

Excluded Services:

- Construction staking/layout.
- Permitting coordination.
- Material testing.
- Advertising.
- Printing or mailing.
- Geotechnical engineering services.

Unauthorized Services:

The following services are not authorized as a part of this contract unless amended into the scope in writing. Current price estimates of these services are provided and are subject to change if and when an amendment to the contract is executed.

- Construction observation services. (\$20,000.00, if authorized)
- Construction administration & engineering services. (\$5,000.00, if authorized.)

Kleinfelder will complete these services on a time and materials basis not to exceed a fee of \$35,500.00

Kleinfelder will complete these design services within sixteen (16) months following execution of this agreement.

If you believe that revisions and/or additional discussions/clarifications are necessary concerning the scope of this project and the services that our firm will provide, please contact our office as soon as possible. If work activities are required which are not included in the basic services described above, Kleinfelder can provide these based on its current hourly rate schedule.



If the Village has a budgetary limit for this project, please provide this in writing, so that the project can be designed within those limitations.

If there are any questions or you need additional information, please do not hesitate to contact this office.

Sincerely,

Kleinfelder, Inc.

A handwritten signature in black ink, appearing to read "Robert Desmond".

Robert Desmond, P.E.
Transportation Department Manager

CLIENT PROFESSIONAL SERVICES AGREEMENT

Waterville Street Improvements
Village of Whitehouse, Ohio
M2400889

This Agreement is made on: _____, 2024

Between The Village of Whitehouse, Ohio, with offices at 6925 Providence Street, Whitehouse, Ohio 43571 (**Client**)

And Kleinfelder, Inc. with offices at 1168 North Main Street, Bowling Green, Ohio 43402 (**Kleinfelder**).

Recitals

- A. Client wishes to appoint Kleinfelder to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner on the terms and conditions contained in this Agreement.
- B. Kleinfelder has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

1. CONTENTS OF AGREEMENT

- 1.1 The parties agree that the documents listed in 1.1(a) through (d) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:
 - (a) first, amendments and Change Orders issued in accordance with this Agreement;
 - (b) second, Kleinfelder's Proposal, dated July 16, 2024, which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A); and
 - (c) third, this Agreement.
- 1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.
- 1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

2. APPOINTMENT AND SCOPE OF SERVICES

- 2.1 Kleinfelder shall perform the services set forth in its Proposal attached hereto as Appendix A, and such additional services as Kleinfelder and Client jointly agree in writing (collectively, **Services**). The Proposal also shall specify Client's project for which the Services will be performed (**Project**), the location of Client's Project for providing the Services (**Site**), the time period for performance, the agreed fees and additional provisions, if any, applicable to such Services. The Services, including any additions and modifications, shall be performed in accordance with this Agreement.
-

3. STANDARD OF CARE

- 3.1 Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 Kleinfelder makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 Kleinfelder will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Kleinfelder of this Agreement, Client will direct Kleinfelder in writing to re-perform any defective Services within twelve (12) months after completion of the Services.
- 3.6 Kleinfelder will only sign certifications relating to the Services if Kleinfelder agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

4. KLEINFELDER'S RESPONSIBILITIES

- 4.1 Kleinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 Kleinfelder will, as reasonably directed by Client or its authorized agent:
 - (a) provide qualified staff to perform the Services;
 - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
 - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
 - (d) require its personnel to maintain a safe, clean and orderly work environment.

5. TERM AND TERMINATION

- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by Kleinfelder beforehand. All Services shall be fully completed no later than October 31, 2025, unless earlier terminated by either party or extended by the parties' mutual written agreement.
 - 5.2 Either party may terminate this Agreement at any time by providing ten (10) days' written notice to the other.
 - 5.3 Within fifteen (15) days from termination Client will pay Kleinfelder on demand for all Services rendered and costs incurred through to the date of any termination and for all reasonable costs and expenses incurred by Kleinfelder in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.
-

6. COMPENSATION

6.1 Kleinfelder will perform the Services in exchange for the following compensation:

Client will pay on a **time and material basis not to exceed** the sum of \$35,500.00. Kleinfelder will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A up to the stated limit. Upon reaching the stated limit, Kleinfelder will stop performing unless Client authorizes further work and funding in writing.

6.2 Client agrees to provide any special invoicing requirements to Kleinfelder in advance of signing this Agreement, to which additional charges may apply.

6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. The hourly rates charged for Kleinfelder's Services are adjusted annually to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Kleinfelder and consistent with Kleinfelder's overall compensation practices and procedures. Kleinfelder reserves the right to periodically adjust its fee schedule.

6.4 Kleinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.

6.5 Kleinfelder may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.

6.6 Kleinfelder will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.

6.7 All travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

7. INSURANCE

7.1 Kleinfelder will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage.

7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnity provided by Kleinfelder under clause 12.1.

8. CHANGES TO SCOPE OF SERVICES

8.1 Client or Kleinfelder may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement that modifies the Services and specifies the following:

- (a) a change in the terms and conditions of Services;
 - (b) an adjustment in the schedule for performance; and
 - (c) the amount of adjustment in Kleinfelder's compensation.
-

- 8.2 Kleinfelder will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. Kleinfelder will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and Kleinfelder cannot agree upon an equitable adjustment in the schedule and compensation, and Kleinfelder does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

9. FORCE MAJEURE

- 9.1 Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Kleinfelder reports the delay to Client within a reasonable time of discovery.

10. INSTRUMENTS OF SERVICE

- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Kleinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Kleinfelder may retain one copy of all such documents.
- 10.2 Client agrees:
- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work products (or copies thereof) in any form prepared by Kleinfelder pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;
 - (b) Kleinfelder will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;
 - (c) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;
 - (d) reuse without the specific prior written consent of Kleinfelder will be at the user's sole risk and without Kleinfelder liability, and Client agrees (i) to remove Kleinfelder's and Kleinfelder's consultants' names and seals therefrom, and (ii) to defend, indemnify and hold harmless Kleinfelder and Kleinfelder's contractors, consultants, affiliates, directors and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with the unauthorized use.
- 10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by Kleinfelder pursuant to this Agreement will be subject to approval at Kleinfelder's sole discretion and to additional fees, terms and conditions.
-

11. CLIENT'S RESPONSIBILITIES

- 11.1 Client agrees to provide and discuss with Kleinfelder on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and
- 11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with Kleinfelder.
- 11.3 Client acknowledges and agrees that Kleinfelder is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

12. ALLOCATION OF RISK AND INDEMNITIES

- 12.1 Subject to the limitation of liability provisions of this Agreement, Kleinfelder indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of Kleinfelder and its employees, agents, representatives, subcontractors, and any other party for whom Kleinfelder is legally responsible (**Kleinfelder Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the Kleinfelder Parties when compared to the negligence or other fault of all other persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Kleinfelder be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by Kleinfelder. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any Kleinfelder insurance policy.
- 12.2 Client indemnifies Kleinfelder against all liabilities, losses or damages caused by the negligence or other fault of Client and its employees, agents, representatives, subcontractors, and all other parties for whom Client is legally responsible (**Client Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the negligence or other fault of all other applicable persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Client be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or services rendered by Client. This clause 12.2 is not intended to and will not in any way be limited by any insurance coverage available to Kleinfelder under any Client, Owner or Project insurance policy.
- 12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

13. LIMITATION OF LIABILITY

- 13.1 The maximum aggregate liability of Kleinfelder arising out of or related to this Agreement, as amended, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to Kleinfelder for the Services or \$50,000, and Client hereby releases Kleinfelder from any liability above such amount. This limitation of liability includes any losses payable to Client under clause 12.1 and will apply to any and all claims.
 - 13.2 This limitation of liability has been agreed after Client and Kleinfelder discussed the risks and rewards associated with the Project and the Services as well as the provision of the Services within both the obligations
-

of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and agree, by way of a written Change Order in accordance with clause 8 herein, to increase the amount of this liability limitation or eliminate it in exchange for payment of increased compensation to Kleinfelder.

- 13.3 As used in this clause 13, "Kleinfelder" includes Kleinfelder, its affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

14. WAIVER OF CONSEQUENTIAL DAMAGES

- 14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal or consequential damages however arising incurred by either Kleinfelder or Client or for which either may be liable to a third party.

15. NO CONTROL OF MEANS AND METHODS OF OTHERS

- 15.1 Client agrees:

- (a) Kleinfelder will have no control over or charge of or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's employees, or contractors or consultants engaged by Client in connection with the Project;
- (b) Kleinfelder's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and
- (c) Kleinfelder will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees or subcontractors.

16. SITE ACCESS

- 16.1 Client agrees to:

- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
- (b) provide an adequate area for Kleinfelder's Site office facilities, equipment storage, and parking;
- (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
- (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

17. WARRANTY OF TITLE, WASTE OWNERSHIP

- 17.1 Kleinfelder will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

18. DISPUTE RESOLUTION

- 18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any
-

Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.

- 18.2 Client and Kleinfelder agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.
- 18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.
- 18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.
- 18.5 This clause survives termination or expiry of this Agreement.

19. MISCELLANEOUS

- 19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.
 - 19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.
 - 19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.
 - 19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.
 - 19.5 Client and Kleinfelder shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
-

- 19.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.
- 19.7 Each party must do anything necessary to give full effect to this Agreement.
- 19.8 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail to the addresses given in this Agreement.
- 19.9 This Agreement cannot be assigned by either party without the prior written approval of the other party. Kleinfelder may subcontract performance of portions of the Services to a qualified subcontractor.
- 19.10 Any amendment or revision to this Agreement must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.
- 19.11 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together shall constitute one original document.

IN WITNESS WHEREOF, Client and Kleinfelder have caused this Agreement to be executed on the date first written above.

CLIENT:

KLEINFELDER:

By: _____

By:  _____

Printed Name: _____

Printed Name: Robert Desmond, P.E.

Title: _____

Title: Transportation Department Manager

ATTACHMENTS: Appendix A, Kleinfelder Proposal
Appendix B, Certificates of Owner's Attorney & Availability of Funds
Appendix C, Current Kleinfelder Rates

VILLAGE OF WHITEHOUSE

August 20, 2024

ADMINISTRATION

- 08-20-24 1. July 31, 2024: Income Tax Collection = \$2,234,192.69
Compared to last year = \$2,273,106.16 (1.71% decrease)
JEDD & JEDZ collections = \$1,906,035.90
- 02-19-19 2. Safety and Health Report: Last lost time injury was January 14, 2019

ADMINISTRATIVE ACTIVITIES

COMMUNITY DEVELOPMENT

SUBDIVISION DEVELOPMENTS

- 02-20-24 1. **Savanna Lake Plat 2** – All utilities completed. Construction of street underway. Construction completed-awaiting Toledo Edison to install electrical utility.

STREETS

08-20-24

1. **Pedestrian Bridge** – A TMACOG funded tap project to install a 10' wide path along the north side of SR 64 between Whitehouse Square Blvd. and Finzel Rd. project includes a 14' wide pedestrian bridge over Blue Creek. – Construction year 2023. 80/20 Grant. Engineers Estimate \$652,000. Grant \$521,600. Conducted ODOT Field Review on 4-27-21. Design Engineering Completed. Legislation for ODOT Bridge Inspection. Project out to bid. Bid over Engineers estimate – bids rejected. Will rebid. Out to bid. Bid opening date – 4/20/23. Bid Over Engineer's Estimate. Will need rebid. Out to bid - bid opening date 9/21/23. Bid awarded to Geddis Paving & Excavating in the amount of \$845,000.00. Construction started 3/1. Anticipated substantial completion-August 2024.
2. **Swanton Street Reconstruction** – Total Reconstruction of Swanton Street, from Maumee to Texas St. This is in the OPWC project pipeline for FY 2024. Plans completed. Bid completed – Low Bid B&J Concrete and Construction - \$226,774.25. Construction started May 8, 2024.
3. **North Texas St. (Lone Oak Ditch to Swan Creek), Bond St., Cemetery Rd (Intersection at SR 64)** – 2025 OPWC Street Resurfacing
4. **Waterville St. Resurfacing** – Providence St. to Oak Crossing Lane. Approved through OPWC/Small Government Funding Program-schedule year 2025. Mill & Fill project.

PARKS & RECREATION

- 07-16-24 1. **Providence St. Plazas at Wabash Cannonball Trail** – Reconstruction of both East & West plazas to include a pop fountain area. Plans in engineering – under Council review. Postponed until 2026.
2. **Disc Golf** – Public Works Staff is working with volunteers on construct improvements at Sandra Park to include the disc golf course.

WATER

08-20-24

1. **Elevated Storage** - A new .5MG Water Tower is currently in the design engineering phase. Design engineer is Poggemeyer Design Group. Grant awarded for construction of new .5 MG Elevated Water Storage Tower - \$1,874,138.00. Plans to OEPA for review. Bid opening-July 12th. Apparent low bidder-Maguire Iron for \$2,753,000. Awaiting award.

WASTE WATER

08-20-24

1. **Sanitary Sewer Trunk Main** –Working with Jones & Henry Engineering on the installation of a sanitary sewer trunk main to be constructed to replace current force mains and sewage pumping stations which are nearing the end of their useful life and needing replaced. Wrapping up plans to submit to OEPA. Easement acquisitions underway. Awarded to Mark Shaffer's Excavating & Trucking for \$2,486,185.00. Construction Spring 2021-Project started March 2021. Presently on hold-delay in material acquisition. Material acquired-construction has resumed. Cemetery Rd closing July 26th for 35 days. Cemetery Rd. & Wabash Cannonball Trail are open. Currently constructing final connections at Logan and Field Ave. All underground construction completed. Earth work & pavement restoration is underway. Final clean up completed. Awaiting project closeout.
2. **Sanitary Sewer Collection System Evaluation** – Contacted with Jones & Henry to review sanitary sewer inspection data and make recommendation for future maintenance efforts. Recommendation to perform cast in place sectional liners and rehab manholes. Estimated project cost \$1,050,456.00. Council approved project for Water Pollution Control Fund nomination. Jones & Henry to make application – Fall 2024.

STORM SEWER

08-20-24

1. Staff working with Lucas County Engineer to move forward petition process for the maintenance of Swan Creek to include all of the Swan Creek Watershed west of I-475 in Lucas County. Petitions to be filed with Lucas County. Ditch petition hearing to begin Spring 2021. Petition Filed. First reading held 12-2-21. Approved by unanimous vote to continue with determining the need for ditch maintenance and costs. Expected to take 24 months to gather information. Lucas County Representatives will be at Whitehouse answering ditch petition questions on July 30, 2024 – 4-8 p.m. Final Hearing is August 6, 2024 at 2 p.m. at the Lucas County Commissioners. Hearing postponed. Recessed to July 15, 2025.
2. **Decant Pad** – A decant pad will be constructed in 2023 utilizing ARPA funds. The decant pad will be constructed at the Public Work Facility and will be utilized as a dewatering area for wet material waste. Estimated \$50,000.00. Project completed.

SANITATION

08-20-24

1. Established 2024 bulk drop off dates. The drop off dates will be January 6 & 13, March 22 & 23, June 21 & 22, September 27 & 28, 2024. Rescheduled September as curbside collection on the 28th. Public notification of the change ongoing.

MISCELLANEOUS

09-03-24

1. **Building Permits:** 6 new homes as of 08-29-24.

08-20-24

2. **Public Works:**
 1. Water Department
 - a. Valve Exercising
 - b. Hydrant Inspections
 - c. Hydrant Painting
 2. Sewer Flushing & Manhole Evaluations
 3. Storm Water Inspections – Outfalls & Asst. Management
 4. Tree Trimming
 5. Sandra Park Improvements
 6. Ball Diamond Fencing Improvement

Boards and Commissions

- A. Board of Zoning Appeals
 1. Pending approval of August 7, 2024 meeting minutes
- B. Charter Revision Commission
 1. Pending approval of March 7, 2024 meeting minutes
- C. Fire Dependency Board
 1. Pending approval of January 10, 2024 meeting minutes
- D. Planning Commission
 1. Pending approval of August 5, 2024 meeting minutes
- E. Records Commission
 1. Pending approval of June 4, 2024, meeting minutes
 2. Pending 2025 Reorganization Meeting
 3. Pending Review of Records Set for Destruction in 2025
 4. Pending Review of Records Policies
- F. Tree Commission
 1. Pending approval of July 25, 2024 meeting minutes
 2. Pending Tree Inventory

Council Committee of the Whole

- A. Economic Development
 1. Pending Monitoring of Economic Development Plan (ongoing)
- B. Finance, Audit & Investment

C. Franchise, Lands & Buildings

D. Parks & Recreation

E. Public Services Committee

F. Personnel & Safety

G. General