



September 5, 2024

Meeting Notice
Village Council Meeting As
A Committee of the Whole
September 10, 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 as a Committee of the Whole on Tuesday, September 10, 2024 at 6:30 p.m.

AGENDA

- I. Call to Order
- II. Roll Call
- III. Review and Approval of the July 9, 2024, Committee of the Whole Meeting Minutes
- IV. Citizen Comments on Committee of the Whole Agenda Items
- V. **General**
 - A. Authorization Request for Applying for upcoming OPWC Funding
 - 1. **Supporting Information** – Memo (Exhibit A)
 - B. Kleinfelder Waterville Street Contract
 - 1. **Supporting Information** – Contract (Exhibit B)
 - C. Administrator's Spending Limits
 - 1. **Supporting Information** – None
 - D. State Route 64 Plan Presentation
 - 1. **Supporting Information** – None
 - E. 2024 Whitehouse Ballot Issues Education Proposal
 - 1. **Supporting Information** – Materials to be provided at the meeting.
 - F. Discussion on Term Limits
 - 1. **Supporting Information** – None
 - G. Kleinfelder Economic Development Contract
 - 1. **Supporting Information** – Contract (Exhibit C)
- VI. Citizen Comments
- VII. Consider Other Business as Appropriate Under the Village Charter
- VIII. Adjourn

**Village of Whitehouse
Village Council Meeting As A
Committee of the Whole
Village Hall, Whitehouse, OH
6:30pm July 9th, 2024**

CALL TO ORDER – ROLL CALL

Meeting called to order at 6:30pm by President of Council Louann Artiaga.

Council Members Present: Dave Riggenbach, Carrie Tuohy, Steve Connelly, Larry Yunker and President of Council Louann Artiaga

Council Members Absent: Steve Fine – excused by President of Council Artiaga

Staff Present: Administrator Jordan Daugherty, Deputy Administrator Joshua Hartbarger, Clerk Nicole Hartbarger, Mayor Rich Bingham, Public Works Director Steve Pilcher, Solicitor Kevin Heban (online)

Guests Present: Karen Gerhardinger

Motion by Councilman Dave Riggenbach, seconded by Councilman Larry Yunker to approve the minutes of the June 11th, 2024 Committee of the Whole meetings. 5 ayes

CITIZEN COMMENTS ON COMMITTEE OF THE WHOLE AGENDA ITEMS

Council President Louann Artiaga asked if there were any citizen comments to be made regarding the agenda items. There were none.

GENERAL

Charter Discussion

Councilwoman Artiaga asks that this topic that is listed last in the agenda be discussed first while Solicitor Heban can be online and join the discussion.

Artiaga references the comments from Rebecca Conklin Kleiboemer during the last Council meeting, starting with the floating petition due date comments. Heban talked with the Attorney General's (AG) office. After the issue was raised, Heban thought it was odd that no specific date was listed. His thought, if there is a specific date in Charter, it will sometimes land on a weekend when the Board of Elections (BOE) is closed. He called the AG office and spoke to the lawyer there – they said they have never seen a specific petition due date in a Charter and probably would not approve it as it could cause some issues. For example, if Aug 5 lands on Sunday and BOE is closed, if someone drops off petition on Sunday and the BOE gets Monday, hard to decipher if valid.

Council comments and discussion:

- Riggenbach asks have we back checked the formula that is created to make sure it doesn't land on a holiday, i.e. July 4th. Heban says it should always land on a Monday. Riggenbach saying with the 60 days back, that could still land on the 4th of July. With no set date logic, that's good, but do we have the same potential issue due to the holiday.

- Artiaga asks, can we have in the language if it falls on a holiday can it fall to the next business day – Heban says yes we could put that in the Charter language.
- Heban understands Riggensbach concern but would need to do several checks to see if that would fall into an issue.
- Riggensbach thinks it would be immaterial change to Charter saying if due date lands on a holiday when BOE is closed, it would actually be due the following business day and could still pass as an emergency with the fair three readings. Heban agrees, ordinance can be amended and then voted on as emergency next meeting.
- Yunker suggests language reflects if BOE is closed for any reason, it would be due next open business day.
- Connelly and Tuohy agree with previous comments.
- Council asking to reflect language in ordinance that if BOE is closed for any reason petitions would be due the next business day that BOE is open.
- Daugherty confirms buffer is built in, all agree it is 45 days, Village is building in 60.

Artiaga comments that the next question raised by Rebecca Conklin Kleiboemer was succession planning of Mayor. Riggensbach comments that he talked to Conklin Kleiboemer a bit after the previous meeting regarding the potential scenario that could occur, with unintended consequences. He asks does the language currently allow that situation to happen – does Council have any recourse if there happens to be an egregious or malicious act by forcing the President of Council to vacate their Council seat.

Council comments and discussion:

- Riggensbach understood a bit more after talking to Conklin Kleiboemer what could possibly occur.
- Artiaga says we have gone back and forth for months and have been all over the Board with some of these topics. She feels it would be good to take a step back and review what the original intent of the change was – feels the more it is talked about the further and further away from original intent was.
- Riggensbach asks can we include language that if it is more than 60 days where President of Council has to vacate Council seat – i.e. reelected Mayor vacates seat on Dec 7th after reelection and President of Council has to take over.
- Connelly agrees the only time this would happen would be with malicious intent.
- Tuohy agrees that with that situation there should be some ability for Council to do something.
- Riggensbach suggests, yes a very unlikely scenario, but with no recourse it is good to discuss.
- Artiaga comments on her problem with the whole scenario is the Council President takes over as Mayor and then still has power as President of Council – does not feel one person should have both of these roles.
- Bingham questions if Mayor is elected November 7 and resigns Nov 30, is that resigning from the current term but then they can still start the next term.
- Riggensbach asks Heban to verify if resigning from current term but elected for next term, does the resignation automatically extend into the next elected term – Heban to review and verify.
- Riggensbach says do we add a 60 day clause where if the next term is not affected, the Council President can still keep their Council seat and go back. If the answer is yes where

the Mayor elect can come back for new term, will have to pass the updated language on the updated ordinance as an emergency.

Consideration of the Surface Transportation Grant Application

Public Works Director Pilcher comments that a memo was sent this past Friday to Council and Mayor regarding the service transportation grant. He says for this grant, roadways have to be eligible for federal funding. Staff has reviewed roadways that were part of the capital project plan, and only had one that really qualified for this grant – South Finzel Road from AW High School to State Route 64. Preliminary discussions with TMACOG suggest we could combine a few projects to score better for an application and get a better chance at funding. Pilcher had a meeting with ODOT reviewing projects to see if they had ideas for funding – they do have some safety programs for roadways. In those discussions was mentioned a modified roundabout at Dutch and Finzel – smaller area roundabout but does effectively slow traffic as needed. With the two projects looked at, best bet was to combine the two and apply for SGTB grant while also looking at state money for roundabout funding. SGTB would be 80/20 match of both projects lumped together; roundabout funding from state is 90/10 match. Discussion with TMACOG included telling them that the projects to be discussed with Council include roundabout, resurfacing, etc. all together – and to apply for the SGTB project along with the ODOT funding. Pilcher comments this is an aggressive approach but this approval by Council today is strictly for applying for the grants.

Council comments and discussion:

- Tuohy asks, have we looked into anything into funding for sidewalks – Pilcher says yes there is pedestrian travel plan support that is part of this project along Weckerly road to AW High School campus.
- JD confirms the 80/20 plan is what we usually go for – when combined TMACOG and ODOT you have direct contact with the grantor; it is a big dollar amount project, but low net value dollar impact.
- Pilcher confirms they are both 80/20 with the lump sum project – if we pursue ODOT we would back the roundabout out and go for the 90/10 for this piece.
- Yunker asks do we need to acquire additional property for the roundabout project, Pilcher confirms we should not.

Motion by Councilwoman Tuohy, seconded by Councilman Riegenbach to recommend to council to authorize Administration to apply for the Surface Transportation Grant as proposed. 5 ayes

Review Sanitary Sewer Main Line Evaluation

Public Works Director Pilcher comments that Council has been presented ideas to upgrade certain sanitary sewer lines. 2024 Rehabilitation Assessment presentation covers several roads in town where the main sewer runs. Jones and Henry engineers here to interpret data that was found and presented. The consultants begin by covering the project area presented on a map. They comment that pipe materials do not always hold up the best – when reviewing lines, they are looking for no buildup of debris or breaking down or cracking, no infiltration from the ground water. Along the mainline in Whitehouse where the evaluation occurred, there were some problem areas including infiltration, encrustation and cracking in both manholes and laterals. Laterals included root intrusions. Manhole issues included same issues along with separated joints and degraded channels. Rehabilitation methods presented include 1) heavy cleaning on mainline – high pressure water travels along the pipe, 2) testing and grouting tests for space behind the pipe and fills with grout as necessary, 3) cure in place liners that run from one manhole to the next and essentially adds a new pipe inside the current pipe – can add 50 years to life expectancy, 4) launch laterals

that can help determine life expectancy, and 5) t-liners that take care of issues at the lateral connecting to the main can add 50 years to expectancy. Manhole cover updates and protective coating can also help with issues found. Jones and Henry suggested rehabilitation plan for Whitehouse for the laterals, mains and manholes include grouted lines to create a shored-up system, t-liners as necessary, and protective coating on manholes. Estimated cost \$1,053,500. Jones and Henry consultants share rehabilitation cost compared to full replacement is around \$1.2MM less. Their suggestion is for rehabilitation options based on cost savings alone.

Council comments and discussion:

- Riggensbach asks if this is done in phases – consultant says it could be.
- Pilcher shares with Council the current pipe technology that is available for use – comments it is a great method to save sewers that we know will not last forever.
- Pilcher says it was discussed to piece out section by section but it could be much more costly over all to mobilize contractor for each part. Plan is to apply for fund financing – due mid-August, with 2.78% loan rate over a 20-year financing term. He is asking Council to nominate project and allow Administration to apply for financing. If selected, the next step would be to draft bid documents and come back to Council to ask for authorization on the actual project.
- Administrator Daugherty comments that funding source is sewer fund, not general fund.
- Artiaga asks would it have impact on sewer rates going forward – Daugherty says it does not have to, we would want to consider it but does not have to. With the consistency of considering all costs in that fund, rates may change, but not necessarily just from this project. Would not have to increase to cover because it is around \$70k per year for the debt service arrangement which is under the fund expense.
- Riggensbach asks what disruptions does this cause for residents – Jones and Henry consultants say considerably less than full replace. Would focus on 2 manholes at a time, some minimal maintenance of traffic on two lane roads, could be very short periods of time with water service to houses down, but very minimal.
- Tuohy asks if there are grants available for this. Pilcher says the closest thing we can get to a grant is the low interest loan being discussed – this is how EPA funds projects unless very disadvantaged communities. If we fall into small community range by EPA, would have .5% lowered on rate, 2.28%

Motion by Councilman Connelly, seconded by Councilwoman Tuohy to recommend to Council to authorize Administration to apply for project funding loan as proposed. 5 ayes

Pilcher comments he has one more item to discuss. He references the previously brought up COVID funds to spend. Points out map of small quarry to Council; he also provides budget to all of overlook on small quarry that was discussed – project price of \$167k to review by Council. No questions.

CITIZEN COMMENTS

Council President Artiaga asked if there were any general citizen comments to be made. There were none.

OTHER BUSINESS

Council President Artiaga asked for comments on other business from all Committee of the Whole members. There were none.

ADJOURNMENT

Motion by Councilman Yunker, seconded by Councilwoman Tuohy to adjourn the meeting at 7:23pm. 6 ayes

Respectfully submitted by Nicole Hartbarger, Clerk of Council

EXHIBIT A

MEMORANDUM

TO: Mayor and Village Council

FROM: Steve Pilcher, Director of Public Service

SUBJECT: Ohio Public Works Commission Project Application

DATE: September 6, 2024

The purpose of this memorandum is a request to make an application for the upcoming round of project nominations for Ohio Public Works Commission (OPWC) funding. The project presented in this memorandum is for funding year 2026/2027.

The project recommendation is for the Mill and Fill of Cemetery Rd. from Weckerly Rd. to the Wabash Cannonball Trail Crossing. (Probable cost estimate is attached.)

I am requesting a resolution be drafted for the upcoming September 17, 2024, Council meeting, authorizing the Administrator to apply for OPWC funding for the Mill & Fill resurfacing and related improvements of Cemetery Rd. for the upcoming round of funding.

Respectfully submitted,

Steven Pilcher, Director of Public Service



Engineer's Opinion of Probable Project Costs

Cemetery Road
Village of Whitehouse
Project Number: M2500819

Date: 9/5/2024
Calculated by: DPF
Checked by: RPD

Description: Resurface 3000' of 25' wide Cemetery road from Wabash Cannonball Trail to Weckerly Road.

Item No.	Item	Total Quantity	Units	Unit Price	Total Price
Pavement		\$190,540			
251	Pavement Repair	50	sq yd	\$100.00	\$5,000.00
254	Pavement Planing	8,278	sq yd	\$5.00	\$41,390.00
407	Non-Tracking Tack Coat 0.06Gal/SY	1,000	gal	\$5.00	\$5,000.00
441	1 1/2" Asphalt Concrete Surface Course, Type 1, PG64-22	345	cu yd	\$250.00	\$86,250.00
441	1" Asphalt Concrete Intermediate Course, Type 2, PG64-22	230	cu yd	\$230.00	\$52,900.00
Traffic Control		\$4,000			
644	Pavement Markings	lump	sum	\$4,000.00	\$4,000.00
General		\$12,000			
614	Maintaining Traffic	lump	sum	\$5,000.00	\$5,000.00
624	Mobilization	lump	sum	\$8,000.00	\$8,000.00
Spec.	Band	lump	sum	\$8,000.00	\$8,000.00
Spec.	Preconstruction Video	lump	sum	\$2,000.00	\$2,000.00
				construction subtotal	\$217,540
				10% contingencies	\$22,000
				construction total	\$239,540
				Preliminary Engineering/Topographic Survey	\$5,000.00
				Final Engineering	\$15,000.00
				Bidding	\$4,000.00
				Assessment Assistance	\$3,000.00
				Construction Administration	\$5,000.00
				Construction Observation	\$10,000.00
				Subtotal Technical Services	\$42,000.00
				Other Expenses	
				Advertising	\$1,800.00
				Printing & Mailing	\$950.00
				Pavement Testing	\$8,500.00
				Subtotal Other Expenses	\$11,250.00
				Anticipated Project Cost	\$292,790.00

Dennis P. Fitzgerald

Dennis P. Fitzgerald, P.E.

Laurel Ave Reconstruction
Weighted Useful Life
City of Port Clinton

component	useful life	estimated cost	weighted useful life
full-depth repairs	20	\$190,540	\$3,810,800
Storm Sewer	50	\$0	\$0
Totals:		\$190,540	\$3,810,800

Weighted useful life of project = \$3,810,800/ \$190,540 = 20 years

Dennis P. Fitzgerald

Dennis P. Fitzgerald, P.E.

P:\B\JF - Project Finance\OP\WC\25Apps\Whitehouse\Cemetery Road\Cemetery Road KLF CE Template Newest resurface only.xlsx\CE Total



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.

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.
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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 or Services;
 - (b) an adjustment in the schedule for performance; and
 - (c) the amount of adjustment in Kleinfelder's compensation.
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- 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.
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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.
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- 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:  _____

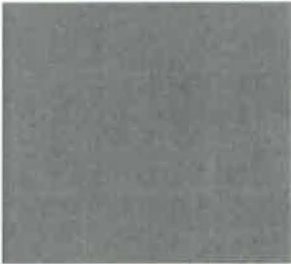
Printed Name: _____

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, Ohio

Statement of Qualifications/Proposal to Provide:

GRANT / LOAN PROJECT FINANCING SERVICES

REVISED August 6, 2024





August 6, 2024

Mr. Jordan Daugherty
Village Administrator
Village of Whitehouse
6925 Providence Street
Whitehouse, Ohio 43571

Re: Grant/Loan Project Financing Services - REVISED

Dear Mr. Daugherty:

Thank you for the opportunity to discuss this new and adventurous approach that the Village wishes to undertake. We understand that the Administration wants to more aggressively pursue grants and low interest loans to finance key projects and initiatives as determined by the Village.

Submitted for your review is our proposed Scope of Services and Fee Summary. In addition, we have included background information on the team who you would be working with, our firm overview, and samples of past project funding examples.

Upon your review, if you have any questions please do not hesitate to contact our office.

Sincerely,

KLEINFELDER, INC.

A handwritten signature in blue ink, appearing to read "Gregory N. Telecky", is written over a light blue circular background.

Gregory N. Telecky, PE
Client Account Manager III

A

ORGANIZATION CHART



Scope of Services for Grant/Loan Project Financing Services

Thank you for the opportunity to discuss how Kleinfelder can assist the Village of Whitehouse with grant and loan project financing services. After multiple discussions between our two organizations, we understand that the Village of Whitehouse desires to have Kleinfelder serve as their in-house Grant/Loan Project Financing Department. This would be a new position with the intent to create the successful pursuit of grant and low-interest loan funding to finance multiple projects that the Village deems important and desirous.

We believe our diverse team of experienced professionals will bring a comprehensive approach to this effort and will deliver cost effective, responsive, and demonstrated value to implementing the priorities of Village leadership.

Kleinfelder proposes supporting the Village through a **five-phase approach**:

1. **Targets**
2. **Planning**
3. **Detailed Funding Strategies**
4. **Annual Program Monitoring**
5. **Interacting and Reporting**

Each of these categories are described in more detail as follows:

1. **Targets**

Kleinfelder proposes working with the Village to first identify and prioritize the Village's needs, wants, and desires for various projects. This process will help Kleinfelder understand Village priorities and establish "targets" of focus.

Kleinfelder proposes scheduling two work sessions with Village Administration and Council to review the Village's objectives, identify targets, and make recommendations of the top five priorities the Village wants to pursue.

Following the work sessions, a written summary of findings will be prepared and categorized by areas of interest. Kleinfelder recommends meeting on a regular basis with Village representatives to implement target priorities moving forward.

2. **Planning**

Based on recommendations made during the Target phase, Kleinfelder recommends reviewing community planning documents to understand how those documents align with target priorities and the Village's funding pursuits and desires.

It has been our experience that successful implementation of community priorities require an alignment of priorities and planning and ultimately lead to competitive funding applications backed by organized planning activities and consensus building. Typical documents we would want to review would include or be similar to:

- Comprehensive Plans
- Economic Development Strategies
- Water and Sewer Master Plans
- Thoroughfare Master Plans
- Capital Improvements Plan

We would want to understand the current level of planning that has occurred within the Village and, if needed, we would propose updating the necessary planning documents to line up with established funding targets from phase one. If deemed necessary, Kleinfelder will prepare new planning documents for new target areas of focus.

Expanded scope & clarity

During the Planning phase of our work, Kleinfelder will develop and present a summary of key issues and priorities the Village is looking to implement. Kleinfelder will identify possible funding programs the Village should consider pursuing, which would help the Village move priorities forward from ideas to results. This summary will serve as the foundation for phase three "Detailed Funding Strategies" work.

Kleinfelder recommends discussing public input options with the Village for any planning update activities.

3. Detailed Funding Strategies

Following the Targets and Planning phases, we will have collectively determined specific projects the Village should pursue. Kleinfelder's assistance developing funding strategies will not only identify the agencies and programs available but will also include local match requirements in order to compete for funds. Based on this analysis, Kleinfelder will work with the Village to determine appropriate funding pursuits and local match requirements and assist the Village in funding application requests. Based on the priorities developed, Kleinfelder and the Village will determine detailed project funding strategies which typically include the following components:

- Summary of key issues
- Identification of possible funding programs
- Local match requirements and availability
- Identification of supporters
- Identification of possible project partners
- Initiation of discussions with funding agencies
- Completion of funding applications
- Post-award administration and project support

4. Annual Program Monitoring

There are funding programs, primarily State of Ohio programs, that solicit for projects on a yearly basis. Kleinfelder will develop a list of programs to pursue that align with Village priorities and seek input and approval from the Village. Kleinfelder will work with the Village to coordinate applications based on program timelines and submission dates. Programs from the following agencies would be proposed to be regularly monitored:

- TMACOG
- ODOD
- Federal Earmarks
- ODOT
- OPWC
- Capital Bill Requests
- OEPA
- ODNR

5. Interacting and Reporting

Kleinfelder proposes to interact with the Village as follows:

- The Targets phase** will include initial discussions with Village Administration and Council and will include ongoing discussions with the Village to monitor progress of existing priorities and strategize future priorities. Kleinfelder proposes conducting two Targets sessions and one meeting to review priority recommendations with the Administration and Council jointly. Meeting preparation (materials preparation, research, visual presentation materials, etc.) and follow up are included in the overall scope of this phase. Kleinfelder proposes including a mid-year review of Targets to determine the relevance of priorities and any adjustments that need to be made to the Village's approach.
- The Planning phase** will include a review of available documents with recommendations made from Kleinfelder to the Village once the review has been completed and an inventory of what information will need to be updated or new studies performed is presented.
- Detailed Funding Strategies** will be recommended, pursued, and monitored on an active basis. This work will involve the preparation and follow-up of specific funding applications in addition to interacting with funding agencies and project supporters.
- Annual Program Monitoring** will be an on-going activity for the Village based on funding awards secured, program application guidelines, and submission dates.

Kleinfelder will report to the Village Administration through on-going regularly planned meetings and provide regular updates to Council as needed with at least two to three times per year.

More
clarity

Fee Summary

Kleinfelder proposes to conduct Phase 1 and Phase 2 elements to build an understanding of Village priorities and opportunities, completing each previously described phase for the following flat fee:

Phase 1 – Targets	\$10,000 (includes meeting prep/travel/in-person meeting time/debrief for three Kleinfelder team members)
Phase 2 – Planning	\$7,500 (includes two Teams meetings w/Administration/meeting pre/debrief and plan document review/summaries)

Upon completion of Phase 1 and Phase 2, Kleinfelder would then recommend next steps for Phases 3 – 5 and the associated fees for each of the remaining phases:

Phase 3 – Detailed Funding Strategies: TBD

Phase 4 – Annual Program Monitoring: TBD

Phase 5 – Interaction and Reporting: TBD



Kleinfelder is a leading engineering, construction management, design, and environmental professional services firm. Kleinfelder operates from over 105 office locations in the United States, Canada, and Australia.



Long-standing Technical Foundation

Established in 1961, we draw from a solid foundation of experience and thorough understanding of environmental, regulatory, economic, and civic conditions, to identify and address challenges with innovation and common-sense.

Connecting Great People to the Best Work

For our clients, this means leveraging our integrated network of industry experts across services, geographies, and markets to develop leading-edge solutions for projects of any size. Regardless of location, we quickly assemble and deploy the most appropriately qualified resources to safely deliver projects that exceed client expectations.

Partnership Throughout the Project Lifecycle

Using our multidisciplinary services, we collaborate with clients throughout the entire project lifecycle. Our understanding of each project phase allows us to develop innovative, cost-effective, and practical solutions that offer our clients increased flexibility, continuity, and coordination across all aspects of a project.

Kleinfelder's accomplished professionals deliver expertise in:

Design Engineering

- Bridge Engineering
- Control Systems - Instrumentation & Automation
- Civil Engineering
- Electrical Engineering
- Electrical Transmission & Distribution
- Mechanical Engineering
- Pavement Engineering
- Pipeline Engineering & Integrity Management
- Process Engineering
- Structural Engineering

Water Science & Engineering

- Stormwater Management
- Surface Water Planning & Analysis
- Wastewater Collection & Treatment
- Water Supply & Infrastructure Design

Planning

- Comprehensive/Master/Land Use Plans
- Downtown Plans
- Corridor Plans
- Transportation Plans
- Recreation Plans
- Neighborhood Plans
- Update of Zoning Code/Subdivision Regulations

- Historic Preservation Planning/Design Review Ordinances
- Placement of Properties on the National Register
- Community Branding/Wayfinding

Architecture & Design

- Architecture
- Materials Management
- Urban Planning & Landscape Design

Construction Materials Engineering & Testing

- Construction Observation & Inspection
- Laboratory Testing
- Materials & Forensic Engineering

Environmental Sciences & Engineering

- Chemical Data Management
- Environmental Due Diligence
- Environmental Remediation
- Environmental Site Characterization
- Hydrogeology

Facility & Operations Compliance

- Air Quality
- Regulatory Compliance

Project Management

- Construction Management
- Constructability Review & CPM Scheduling
- Design-Build
- Project Controls
- Public & Community Relations

Geotechnical & Geologic Engineering

- Earthquake & Seismic Design
- Engineering Geology
- Foundation Design
- Geotechnical Engineering
- Retaining Walls
- Rock Engineering
- Trenchless Technology
- Tunnel Engineering

Risk Management

- Climate Change Vulnerability
- Infrastructure & Engineering Risk
- Process Safety Management
- Risk Assessment & Toxicology

Strategic Planning

- 3D Reality Capture
- Asset Management
- BIM & 3D Visualization
- Cultural Resources
- Environmental Planning & Permitting
- Geographic Information Systems
- Natural Resources

EQUIPMENT & FACILITIES

Kleinfelder's 33,000 s.f. Bowling Green, Ohio office houses personnel from each discipline that our team provides. This multi-disciplined nature allows our clients to deal with a single firm exclusively for numerous services and specialties.

Our firm utilizes AutoCAD, Revit and MicroStation software to produce design documents. GPS and Robotics equipment is used by the survey department, allowing the transfer of data to CADD programs. We stay current with new technology, software and computer upgrading, with state-of-the-art equipment and computer programs to analyze various system design components. Use of these programs reduces the time and effort required to prepare project specifications. In addition, staff are provided cellular phones with e-mail capability to expedite communication between the firm, the client and subconsultants. We use a number of cost and schedule control parameters, detailed software and graphs to monitor budgets and completion dates.

COMPUTER PROGRAMS

- AutoCAD Architecture, Structural, MEP, Sewer, Water
- REVIT Architecture, MEP, Structural 3-Dimensional Modeling (BIM)
- Micro-Station
- GeoPak
- AutoCAD Civil 3D
- Bentley: AutoPipe, SewerCAD, StormCAD, WaterCAD, WaterGem
- SWMM
- Adobe® Creative Suite
- Microsoft® Office Suite, WordPerfect® Office Suite
- ArcMap, ArcView®
- Relay Setting Software
- TurningPoint®
- EPANET2
- Pipe Flo
- Flow Master
- RC Pier
- VSAT
- PS Beam
- HEC-HMS, HEC-RAS
- SketchUp
- 3D Studio Max
- Merlin-Dash
- Piranesi
- Visual Lighting Calculation
- EDSA Paladin - Electrical Analysis



EQUIPMENT

- Stream Sampling
- Portable Flow Meters (9)
- Portable Rapid Sand Filter
- Particle Counters (6) (water treatment testing)
- Multi-Tech Pilot Unit with GAC
- Lab Services and Testing
- Portable Rain Gauges
- GPS Equipment/Robotics (4)
- Confined Space Entry Equipment
- Pitot Gauges (for hydrant flow testing)
- Portable Rapid Sand Filter
- Membrane Treatment
- Waste Buster Pilot
- Deionization Regeneration Equipment
- Electronic Traffic Turning Movement Counters
- Bio-Augmentation
- Pneumatic Traffic Counters/Classifiers
- Safety Equipment/Monitors
- 3D Laser Scanner
- Drone - Unmanned Aerial System (UAS) & Unmanned Aerial Vehicle (UAV)

PLANNING SOLUTIONS

Our Planning Department consists of credentialed professionals with diverse community planning and development talents. We have built long careers focused on helping local leaders create vibrant and exciting places to live, work and play. We have been especially successful in building partnerships with forward-thinking and proactive communities that expect and appreciate exciting and cutting-edge community development efforts.

What We Do

We help local leaders define the future of their communities based on effective consensus-building techniques. We have received formal training in community engagement and draw from many decades of experience enabling us to tailor planning approaches and strategies that meet local needs.

When a shared community vision emerges from a planning process, we develop sound implementation mechanisms. We know that communities change over time as a result of strategic public investments, and we know that intentional land use regulations are essential to guide private development activity toward community goals. We have substantial experience with designing/financing public infrastructure and developing land use regulations that shape the built environment.

What Motivates Us

What motivates us most is the opportunity to engage with local leaders to plan, design, secure funding and successfully complete significant development projects that will benefit their communities. We grow visions.

OUR CORE Beliefs

- Impressive accomplishments can be made through community planning.
- The value of a community plan is proportional to the level of consensus it is built on.
- Communities should be true to their historic roots and respect historic development patterns.
- Community plans should equally describe long-term vision and implementation methods.
- Land use planning should be based on a solid understanding of natural systems and environmental assets.
- Zoning and other land use controls should be intentional and based on good community plans. Communities should not rely on variances, rezonings, and special exceptions to overcome code shortcomings to achieve desired development.
- Planning for housing choices are important. As residents move through various stages of life, housing needs change.
- Understanding community trends is crucial to good planning.
- Community livability is enhanced when redevelopment and reinvestment is given priority along with new development.
- Neighborhood groups can be powerful agents for change.
- Properly developed and implemented plans can result in gifts for future generations to enjoy.

EXPERTISE

The diverse backgrounds of our highly qualified staff include planning, housing, economic development and financing professionals; and former city, county and state administrators. Our staff is active on several state advisory committees, non-profit organizations, various planning and development organizations and college level academia. We have been speakers at national, state and local conferences and have been called upon to write articles for professional publications and serve as peer reviewers. This deep level of experience and credibility allows us to offer informed community planning advice and recommendations to our clients.



PROFESSIONAL DESIGN STAFF

- Credentialed Planners
- American Institute of Certified Planners (AICP) through the American Planning Association (APA)
- Certified Economic Development Financing Professionals through the National Development Council
- Professional Engineers—Environmental, Structural, Chemical, Electrical, Mechanical, Transportation, Civil
- Architects
- Professional Surveyors
- LEED AP



Kleinfelder is one of the few firms that maintains a high level of expertise regarding project financing. We do so because we believe so strongly in the link between planning and implementation. This unique service is the reason we maintain ongoing relationships with hundreds of local governments and businesses. Our implementation skills allow us to bridge our professional planning services with actual results.

Visioning/Planning

- Sustainable Planning and Design
- Community, Regional and Neighborhood Plans
- Economic Development Strategies/Comprehensive Economic Development Strategies (CEDs) for EDA funding
- Transportation Plans, Corridor Plans, Complete Streets
- Projects, Context-Sensitive Design Solutions
- Downtown Redevelopment Plans
- Market Strategies
- Land Use Plans
- Housing Development Plans/Strategies
- HUD Planning Documents: Consolidated Plans; Community Development Implementation Strategies (CDIS)
- Analyses of Impediments to Fair Housing
- Park/Recreation Master Plans
- Zoning and Subdivision Regulations
- Design Review and Urban Design Guidelines
- Financing and Economic Development Incentives (TIFs, SIDs/BIDs, Tax Abatement Programs)
- Revolving Loan Funds
- Cost/Benefit Analyses
- Housing Program Administration (CDBG, HOME, NSP, CoC, ESG), (loan processing, property inspection, work write-ups, lead-based paint risk assessments and clearances, and construction oversight)
- Historic Preservation (nominations to National Register, preservation ordinances, Section 106 reviews, tax credits)
- Neighborhood Development
- Wayfinding/Community Branding/Logo Design/Tagline Creation
- Planning Commission/Downtown Development
- Downtown Development Authorities (DDAs)- Retainer Services - Michigan
- Community/Project Marketing Brochures
- Project Development and Implementation
- Funding and Financing Strategies
- Website Audit, Design and Redesign

Implementation/Results

- Zoning and Subdivision Regulations including Form-Based Codes
- Design Review Guidelines
- Industrial Park Feasibility Studies and Design
- Project Financing and Grant Applications
- Housing Program Administration (loan processing, property inspection, work write-ups, lead-based paint risk assessments and clearances, construction oversight)
- Community Development Block Grant Program Administration and Project Development
- RFP's for Unique Development Projects
- Historic Preservation Projects
- Capital Improvement Programming
- Staff Support/Training
- Fiscal Impact and Cost/Benefit Analysis
- Downtown Revitalization Financing and Administration
- National Main Street Approach

D PROJECT FUNDING



Kleinfelder's in-house grants and financing team has helped communities and organizations secure over a Billion dollars in grants and low interest loans. This number continues to grow. Our project development experts will be pleased to help identify funding opportunities and pursue support for your community or organization's capital improvement, planning, housing or economic development needs.

Funding Program Application & Administration Services

- Application Preparation
- Funding Agency Coordination
- Disbursement Requests
- Citizen Participation Activities (public hearings, etc.)
- Environmental Reviews
- Bid and Contract Document Reviews
- Recordkeeping and Bookkeeping Set-up
- File Monitoring and Closeout

\$1.3 BILLION

Over \$13 Billion in Grant and Low-Interest Loan Assistance

PROGRAM	Project Grants	Project Loans	Total
ODOT	\$34,645,419		\$34,645,419
State of Ohio ED	\$50,427,837	\$11,006,678	\$61,434,515
EDA	\$31,091,257	\$1,000,000	\$32,091,257
ODOD Energy Grants	\$1,807,796		\$1,807,796
LGIF/Collaboration Grants	\$1,237,210		\$1,237,210
OPWC	\$96,861,234	\$44,862,569	\$141,723,803
USDA-RD	\$31,410,100	\$43,987,165	\$75,397,265
ODNR	\$194,939,591	\$8,463,294	\$203,402,885
OWDA	\$500,000	\$217,806,372	\$218,306,372
CDBG Programs—CDBG-DT, CDBG-ED, Water/Sewer, CDBG-Formula, CHIP, RLF	\$164,902,450	\$14,072,463	\$178,974,913
EPA	\$33,430,821	\$190,639,812	\$224,070,633
Other Funding Programs	\$140,809,222		\$140,809,222
TOTAL	\$782,062,937	\$531,838,353	\$1,313,901,290

Funding Through 2021



GRANTS/FINANCING ASSISTANCE EXPERIENCE

ODNR- Recreational Trail Program

- Village of Grafton
- City of Van Wert

ODNR- Clean Ohio Trail Fund

- Village of Grafton

ODNR- Land & Water Conservation Fund

- Village of Covington
- Village of Payne
- Village of Columbus Grove
- Village of Grafton

ODNR- NatureWorks

- Village of Whitehouse
- Village of Grafton
- Village of Walbridge
- Village of Bloomdale
- Village of Edgerton
- Village of New London
- Village of Swanton
- Village of Bradner
- Village of Covington
- Village of Lexington

OWDA- Application & Funding Administration

- Village of Creston
- Village of Delta
- Village of Deshler
- Village of Gibsonburg
- City of Wapakoneta

Ohio EPA- Stimulus Application Mgmt & Project Reporting

- Village of Whitehouse
- Village of Creston
- Village of Deshler
- Village of McComb
- Village of Mt. Gilead
- Village of Wellington
- Village of Woodville

Ohio EPA- Application & Funding Administration

- Village of Forest
- Village of Columbus Grove

OPWC- Application Management & Funding Administration

- Village of Antwerp
- Village of Arcadia
- Village of Barnesville
- Village of Bellville
- Village of Bloomdale
- City of Bowling Green
- Village of Bradner
- Village of Castalia
- Village of Creston
- Village of DeGraff
- Village of Delta
- Village of Deshler
- Village of Edgerton
- Village of Elmore
- Village of Forest
- Village of Genoa
- Village of Gibsonburg
- Village of Grafton
- Village of Hamler
- Village of Hartford
- Village of Helena
- Village of Holland
- City of Huron
- Village of LaGrange
- Village of Liberty Center
- Liberty Township
- Village of McComb
- Village of Mount Gilead
- Village of New Lexington
- Village of New London
- Village of North Baltimore
- Northwestern Water and Sewer District
- Village of Oak Harbor
- City of Port Clinton
- Village of Put-In-Bay
- Village of Republic
- Village of Swanton
- City of Upper Sandusky
- Village of Wakeman
- Village of Walbridge
- Village of Wellington
- Village of Weston
- Village of Woodville

GRANTS/FINANCING ASSISTANCE EXPERIENCE

Ohio BUILDS Administered by Ohio Department of Development

- Village of Whitehouse Elevated Storage Tank
- Village of Oak Harbor SR 163 Waterline
- Village of Bettsville Wastewater Treatment Plant
- Village of Payne Plainfield Waterline
- Village of Sycamore Storm Sewer
- City of Bowling Green WTP Low Service Pump Station
- Village of Creston Factory Street Waterline
- Village of DeGraff WTP
- Village of LaGrange WWTP Raw Effluent & RAS Pump
- Village of McComb Storm Sewer
- Morrow County SoMoCo Construction
- Village of New Lexington
- Village of New London Avenue & Street Improvements
- Village of Put-in-Bay East Point & Ibis

CDBG Water & Sewer- Funding Administration & Reporting

- Village of Bradner
- Village of Columbus Grove
- Village of Deshler
- Village of Columbus Grove
- City of Fremont
- Village of Helena
- Village of LaFayette
- Stony Ridge/Lemoyne
- Village of Stryker

WSRLA - Application and Funding Administration

WPCLF - Application and Funding Administration

E | KEY PERSONNEL

We have identified co-project managers who will bring different strengths to the project based on their planning experience. The team proposed for this project has worked together for over 25 years. Jamie Beier Grant will be the prime point of contact for this project.

Project Manager: Jamie Beier Grant, Economic Development Manager



Jamie N. Beier Grant is an Economic Development Manager with 25 years' experience working in the public and private sector at the local, regional, and national levels. Jamie specializes in assisting communities and clients with economic development planning, corporate site location, project financing, economic impact analysis, industrial, residential, and mixed-use site development, and workforce development. Throughout her career, she has supported \$825 million in capital investment projects throughout Ohio that have leveraged more than \$50 million in incentives for clients and communities.

Jamie has served as a Member of the Ohio Tax Credit Authority and has served in leadership and committee roles with the Northwest Ohio Regional Economic Development Association (NORED) and the Ohio Economic Development Association (OEDA). In addition, Jamie has been a member of various utility and economic development associations throughout the U.S. and regularly presents as an economic development subject matter expert.

She recently completed planning projects focusing on economic development planning in "edge" cities such as Lenawa County, MI SmartZone Industrial Site Development Plan, as well as plans for Strongsville, Waterville, and Circleville with her previous employer. During her tenure running Ottawa County, Ohio's local economic and workforce development agency, Jamie was instrumental in developing a Rapid Response Strategy for the Davis Besse Nuclear Power Station that was at risk for closure. As the county's largest employer and taxpayer, the risk for closure could have significantly impacted the local and regional economy. This Rapid Response Strategy included working with site leadership and union representatives on planning for transition of a skilled workforce, working with federal, state, and local government agencies, and site redevelopment.

Community Planning: Lauren O. Falcone, AICP, Department Manager - 28 Years at Kleinfelder



Lauren O. Falcone, AICP, Department Manager, has been providing clients with planning, economic development, and grant assistance during her tenure at Kleinfelder. She has worked on numerous planning projects across the State, specializing in comprehensive and downtown revitalization plans. She has also worked on neighborhood, economic development, recreation, and coastal access plans. Her planning work involves strong public input components, including key person interviews, surveys, Charrettes, and public meetings. Lauren bridges planning with results by providing technical assistance for local, state, and federal grant and loan programs, as well as economic development incentive programs. She specializes in CDBG programs assisting communities with infrastructure improvements and business/industry retention, expansion, and recruitment strategies. Lauren also has experience with financing for downtown improvements and economic development incentives, such as the Ohio Enterprise Zone and Community Reinvestment Area Programs. In addition, Lauren

has been a speaker on various planning best practices and projects at local and state conferences sponsored by Ohio American Planning Association (APA), Heritage Ohio, and local planning/zoning organizations. She has also been a trainer for Michigan Economic Development Corporation for communities interested in the State's Redevelopment Ready program on economic development and market strategies. Lauren recently finished an Economic Development Strategy and Land Use Plan for Morrow County, a Comp Plan for Grafton, a Comp Plan for Holmes County/Village of Millersburg, and a Wyandot County branding project. She is currently working on Comp Plans for the City of New Franklin, the City of Green, and the Village of Richfield. She would be involved in all phases of this planning project, with concentrations on research of existing reports/data, public input/engagement (steering committee meetings, workshops, surveys), implementation matrix, and report writing.

Community Housing: Paul Z. Tecpanecatl, AICP



Paul Z. Tecpanecatl, AICP, Department Director, has worked in the planning and community development field for over 35 years, with a strong background of service in the private, public, and nonprofit sectors. His experience includes neighborhood, city, and regional planning; organizational strategic plan development; housing and neighborhood revitalization strategies; administration of HUD programs; historic preservation planning; Section 106 reviews; and zoning/land use regulation work.

Paul previously held senior level management positions in other organizations, administering over \$12 million in federal funds annually as Housing Commissioner for the City of Toledo, drafting the City's Historic Preservation Ordinance as Planner for the Toledo-Lucas County Plan Commissions, and serving as Executive Director of the NorthRiver Development Corporation, where he and the organization were recognized with the prestigious Preservation Honor Award by the National Trust for Historic Preservation in 1987. His extensive experience assisting clients in targeting CDBG funds to achieve identified community goals combined with his broad planning background make him a valuable member on this team. Paul recently completed three planning studies funded by the State's Local Government Innovation Fund Program: the Miami-Erie Canal Collaborative Development/Tourism Plan; the Adams County Economic Development/Tourism Plan; and the Northern Miami County Trail Development/Tourism Plan. All of these planning studies included extensive public outreach activities. Paul recently finished a re-write of the City of Orrville's and City of Fremont's Zoning Codes, a Four County (Huron, Ottawa, Sandusky, and Seneca) Workforce and Economic Development Strategy, a community-wide visioning project in Worthington, a community needs assessment for the Fort McKinley Neighborhood in Harrison Township located northwest of Dayton, and a Comp Plan in Lexington. He recently finished up a Land Use Plan in Morrow County, a Comp Plan in Holmes County and is working on a Comp Plan in the City of New Franklin and the City of Green and updating zoning codes in Creston, Elmore, and Grafton. He would be involved in all phases of this planning project, with concentrations on research of existing reports/data, public input/engagement (steering committee meetings, workshops, surveys), implementation matrix, and report writing.

Federal Funding: Paula Henrion, Project Professional



As Project Professional, Paula Henrion assists clients in pursuing project funding through State and Local funding opportunities, over the past 20+ years she has assisted clients in securing more than \$32 million dollars in federal grant funds with specific expertise in the U.S. Department of Commerce, Economic Development Administration (EDA) funding. Paula's EDA grant experience includes writing and managing more than 22 successful grant applications - working with clients from project development through final close out as well as assisting clients with the federal GPRA reporting requirements. This includes working closely with environmental regulatory agencies in meeting NEPA requirements and achieving agency concurrence for construction of the projects. Additional responsibilities include preparing economic development strategies for communities, assisting

with regional CEDS development, preparing local economic development corridor studies and assisting with workforce development studies.

Additionally, she assists clients in researching, preparing, and presenting water distribution, wastewater collection and storm water studies; construction project funding scenarios; water, sewer and storm sewer utility rate analyses; Storm Water Management Plans and MS4 compliance; special assessments, extension and assessment policies and fee schedules. Paula also works directly with clients throughout the State of Ohio, Michigan, and Nevada in the developing infrastructure projects related to economic development and provides funding assistance recommendations. Additionally, she assists the project development team in coordination of multi-discipline federally funded project. Her unique background in civil and architectural related construction projects and working in Water Resource Planning for more than 28 years along with her funding expertise allows a full project perspective in assisting clients.

Local Government Funding: Michelle Hister, Senior Administrative Specialist



Michelle Hister has been with Kleinfelder since 1997 and assists clients with project fund development. She is an application coordinator for several funding programs. In addition, Michelle serves as client liaison with several of these agencies and provides administrative support, including disbursement assistance, status reporting, recordkeeping, file monitoring and closeout procedures.

Michelle's organization and efficiency has made her a significant contributor to the success of the firm's grants and financing efforts. Over the past few years, she managed the submission of forty-five (45) ODNR, NatureWorks, Land & Water Conservation, and COTF/RTP; more than 100 OPWC; and other funding applications. She played a major role in assisting clients pursue Economic Stimulus funds, which resulted in \$44 million of project funding.

Recreational Funding: Paulette Mills, Client Account Manager



As a Client Relations Representative for the firm since 2002, Paulette Mills works with current and prospective client communities and companies to identify future opportunities for our firm and assure that clients are satisfied with the progress of current projects. She is also involved in the preparation of various proposals for new projects with existing clients and in response to RFP's from existing and prospective clients. Paulette's experience prior to joining the firm includes Public Information Officer for the City of Toledo and Marketing Director/Rebuild Toledo Coordinator for Neighborhood Housing Services of Toledo. She has also held positions as a marketing coordinator/business manager and communications coordinator.

Transportation Funding: Robert P. Desmond, PE, Civil Engineer



Robert "Bob" Desmond is a Civil Engineer with Kleinfelder's Transportation Department. Bob assists the Project Managers/Engineers in project design and development from preliminary stages through construction documents. His expertise includes road widening and resurfacing, road reconstruction, street drainage, sidewalk improvements, bridges, retaining walls, drainage structures, recreational trails, and sanitary sewer systems. Bob communicates well with clients and understands and interprets standards accurately and effectively.