

**COPY ORIGINAL**

## RESOLUTION NO. 2016-863

**A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR TO EXECUTE A SUPPLEMENTAL ADDENDUM TO SANITARY SEWER SERVICE AGREEMENT WITH THE BOARD OF COMMISSIONERS OF LORAIN COUNTY AND DECLARING AN EMERGENCY.**

BE IT RESOLVED by the Council of the Village of LaGrange, County of Lorain, and State of Ohio:

SECTION 1: That the Village Administrator is hereby authorized and directed to execute on behalf of the Village of LaGrange, Ohio a Supplemental Addendum to a Sanitary Sewer Service Agreement made between the Village of LaGrange, as authorized under Resolution No. 841, and the Board of Commissioners of Lorain County, Ohio in substantially the form attached hereto as Exhibit "A."

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

SECTION 3. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the Village of LaGrange, Ohio to wit: to enable submission of this agreement to the Board of Commissioners of Lorain County as soon as is possible for their consideration and shall take effect immediately upon passage.

PASSED: 1st Reading: 6/9/16  
2nd Reading: \_\_\_\_\_  
3rd Reading: \_\_\_\_\_

ATTEST: Kimberly Fallon  
Kimberly Fallon, Fiscal Officer

SIGNED:

Kim E. Strauss, Mayor

APPROVED AS TO FORM:

Jon D. Clark, Solicitor



RESOLUTION 2016-863

**SUPPLEMENTAL ADDENDUM TO SANITARY SEWER SERVICE AGREEMENT**

This agreement ("Addendum") is made by and between the Village of LaGrange, Ohio ("LaGrange") and the Board of Commissioners of Lorain County, Ohio, ("County"), collectively referred to as the "Parties".

WHEREAS, on or about July 22, 2015, the Parties entered into a "Sanitary Sewer Service Agreement" ("Sewer Agreement") whereby the Parties determined and allocated their respective rights duties and obligations relative to the construction of a sanitary sewer system, ("Sewer System") inclusive of the expansion of an existing sewer treatment plant owned and operated by LaGrange, and the expenditure of funds for the purpose of providing sanitary sewer service to certain lots situated in Lorain County Ohio referred to therein as "Pheasant Run"; and,

WHEREAS, the terms and conditions of the Sewer Agreement require that expenditures necessary for the construction of improvements be made to assure that the Sewer System is operational by June 1, 2017; and,

WHEREAS, the parties desire to amend that agreement with respect to the time of performance.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties hereto agree to amend the Agreement as follows:

The first sentence of the second paragraph of Article 3, Section 3.01 shall read:

"It is intended that the Expansion shall be completed not later than July 1, 2018"

Accepted by: [Signature]  
LORAIN COUNTY BOARD OF COMMISSIONERS

6/14/16  
DATE

Approved as to Form: By: [Signature]  
Lorain County Assistant Prosecutor  
Gerald Innes

6-15-16  
DATE

VILLAGE OF LAGRANGE:

By: Walt Sukey  
Walt Sukey, Village Administrator

6/9/16  
DATE

Approved as to Form: [Signature]  
Jon D Clark, Solicitor

6/9/16  
DATE

COPY ORIGINAL

RESOLUTION 2016- 86#

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR OF THE VILLAGE OF LAGRANGE TO ENTER INTO A LETTER CONTRACT WITH POGGEMEYER DESIGN GROUP TO PROVIDE SURVEY, DESIGN, BIDDING CONSTRUCTION MANAGEMENT AND OTHER SERVICES FOR THE COMMERCE DRIVE PAVEMENT RESURFACING AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF LAGRANGE, COUNTY OF LORAIN, STATE OF OHIO THAT:

SECTION 1: The Village Administrator of the Village of LaGrange is authorized and directed to enter into a letter agreement with Poggemeyer Design Group, in the form attached hereto as Exhibit "A" to provide survey, designed, bidding, contract management and other services for the Commerce Dive Pavement Resurfacing.

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

SECTION 3: This Resolution is and is hereby declared to be an emergency measure, the emergency being the necessity to facilitate the functioning resurfacing of Commerce Drive without delay and to thereby provide for the health, safety, welfare, and peace of the inhabitants of the Village of LaGrange, wherefore this Resolution shall go into effect immediately upon its passage.

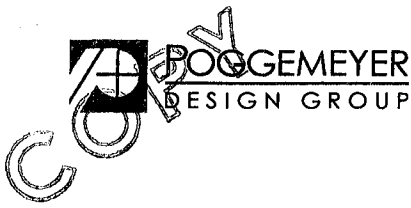
1st Reading: 6/9/16
2nd reading: 6/23/16
3rd reading:

PASSED: 6/23/16

ATTEST: Kimberly Fallon
Kimberly Fallon, Fiscal Officer

SIGNED: Kim E. Strauss, Mayor

APPROVED AS TO FORM: Jon D. Clark, Solicitor



June 6, 2016

Mr. Walter Sukey  
Village Administrator  
Village of LaGrange  
355 South Center Street  
P.O. Box 597  
LaGrange, Ohio 44050

Re: Commerce Drive Replacement  
LaGrange, Ohio  
PDG Proposal No. 03-2015-2132

Dear Mr. Sukey:

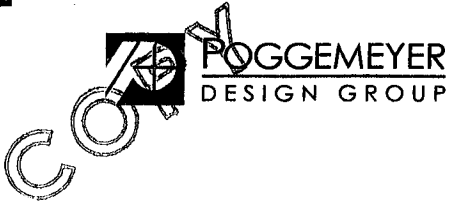
In anticipation of your pending receipt of the OPWC Grant/Loan Funding Agreement for the above-referenced project, Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for consideration of your review and execution. PDG proposes to provide topographic survey, engineering design, bidding, construction observation, and construction administration services to assist the Village of LaGrange, Ohio with the eventual construction of pavement resurfacing along Commerce Drive (hereinafter referred to as the "project") meeting requirements of the Village of LaGrange.

The Village of LaGrange shall be responsible for providing PDG with all pertinent existing data related to this project and a detailed summary of the requirements for the project including any special considerations or services needed. The Village of LaGrange will ultimately be responsible for obtaining any necessary State of Ohio, Lorain County, OEPA, and/or Ohio Department of Transportation (ODOT) building/construction/review permits and any fees associated with such, with application assistance provided by PDG as necessary. The Village of LaGrange will also be responsible for securing any necessary temporary construction easements, permanent utility easements, and any associated costs and legal fees, as determined necessary for this project.

Basic services provided under this contract will consist of those described in Exhibit C.

Our services for this project specifically do not include any type of surface or subsurface environmental site investigation/assessment/evaluation for the presence/contamination of hazardous waste/materials/substances, toxic or non-toxic chemical or petroleum product presence/contamination, underground tank leakage and/or underground tank closure or stabilization methods and techniques, or other evaluation and/or assessment of past, present, or future remediation efforts off/for this site. Our services also do not include any type of flood plain and/or wetlands study, delineation, or mitigation effort which could be necessary.

PDG will complete topographic survey, engineering design, bidding, and construction-related services within twelve (12) months following execution of this agreement.



Mr. Walt Sukey  
June 6, 2016  
Page 2

The fee for providing these basic services is a lump sum fee invoiced at time and expense based on PDG's current hourly rate schedule with a maximum fee of \$11,250.00, not including reimbursable expenses. This fee shall cover the cost for services rendered for survey, design, bidding, and construction services of pavement resurfacing along Commerce Drive, a total anticipated length of approximately 905 feet at the westerly end of Commerce Drive and as directed by the Village.

If work activities and reimbursable expenses are required which are not included in the basic services described in Exhibit "C", PDG can provide these based on its current hourly rate schedule. PDG will provide a letter stating these work activities and other reimbursable expenses with an estimated fee for the Village of LaGrange's review and approval before beginning the extra work or incurring other expenses.

PDG will provide monthly invoices for services, with payments being due within thirty (30) days of receipt to avoid potential finance charges.

PDG will begin work on the project upon receipt of this executed letter contract, or receipt of a purchase order, and will complete its services within the time frame specified above.

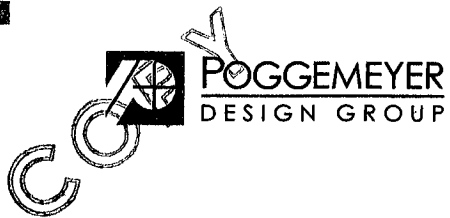
If there are delays beyond six (6) months from the execution of this contract, an equitable adjustment of this fee will be negotiated, taking into consideration the impact of such delay. Changes in price indices and applicable pay scales will be considered in these negotiations.

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

This letter contract, with Exhibits A (2 pages), B (1 page), C (2 pages), and Exhibit D (1 page), represents the entire agreement between PDG and the Village of LaGrange with respect to the project and may only be modified in writing after agreement by both parties. If this letter contract accurately reflects your understanding of our agreement, please have the original and enclosed copy of this letter contract appropriately signed in the space provided below and return the original, together with exhibits, to PDG. This contract will be open for acceptance for a period of forty-five (45) days, unless adjusted by PDG or the Village of LaGrange in writing.

If you believe that revisions and/or additional discussions/clarifications are necessary concerning the scope of this project and the services which our firm will provide, please contact this office as soon as possible.

We appreciate the opportunity to provide our services for this project and look forward to continuing development of a sound relationship with the Village of LaGrange for this and future projects.



Mr. Walt Sukey  
June 6, 2016  
Page 3

Sincerely,

POGGEMEYER DESIGN GROUP, INC.

Douglas A. Nusser  
Managing Principal

Michael Atherine, P.E.  
Sr. Managing Principal

Accepted this 9 day of JUNE, 2016 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: Walt Sukey

Title: VILLAGE ADMINISTRATOR

## EXHIBIT A

### 1. **OWNER'S RESPONSIBILITIES**

OWNER shall provide all criteria and full information as to OWNER's requirements for the project and shall give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the work. The OWNER may designate representatives to act with authority on OWNER's behalf on various aspects of the projects.

### 2. **REUSE OF DOCUMENTS**

Drawings and Specifications are instruments of service and are and shall remain the property of the ARCHITECT/ENGINEER whether the Project for which they are made is executed or not. The OWNER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the OWNER's use and occupancy of the Project. The Drawings and Specifications shall not be used by the OWNER on other projects, for additions to this Project, or for completion of this Project by others provided the ARCHITECT/ENGINEER is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the ARCHITECT/ENGINEER.

Any reuse without written verification or adaptation by the ARCHITECT/ENGINEER for other than the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER.

### 3. **REIMBURSABLE EXPENSES**

Reimbursable Expenses are in addition to the compensation fee for basic and additional services and are the actual expenses incurred by ARCHITECT/ENGINEER or ARCHITECT/ENGINEER's independent professional associates or consultants, directly or indirectly, in connection with the Project. These include expenses for: transportation; obtaining bids or proposals from Contractor(s); toll telephone calls; reproduction of reports, Drawings, Specifications, Bidding Documents; pictures, stakes, monuments, and similar Project-related items.

### 4. **TERMINATION**

The obligation to provide further services under this Agreement may be terminated by either party (upon seven day's written notice) in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. In the event of any termination, ARCHITECT/ENGINEER will be paid in full for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

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5.

## SUCCESSORS AND ASSIGNS

OWNER and ARCHITECT/ENGINEER each is hereby bound as are the partners, successors, executors, administrators and legal representatives of OWNER and ARCHITECT/ENGINEER in respect to any covenants, agreements and obligations of this Agreement. Nothing contained in this Agreement shall prevent ARCHITECT/ENGINEER from employing such independent professional associates and consultants as ARCHITECT/ENGINEER may deem appropriate to assist in the performance of services hereunder.

## 6. ~~HAZARDOUS WASTE AND ASBESTOS INDEMNIFICATION CLAUSE~~

~~In consideration of the unavailability of professional liability insurance for services involving or relating to hazardous waste elements of this Agreement, or the removal or encapsulation of asbestos, it is further agreed that the OWNER shall indemnify and hold harmless ARCHITECT/ENGINEER and their consultants, agents and employees from and against all claims, damages, losses, and expenses, direct and indirect, or consequential damages, including but not limited to, fees and charges of attorneys and court and arbitration costs arising out of or resulting from the performance of the work related to hazardous waste or asbestos activities.~~

~~The above indemnification provision extends to claims against ARCHITECT/ENGINEER which arise out of, are related to, are based upon the dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into atmosphere or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.~~

## 7. SALES TAX ON ENGINEERING DRAWINGS AND PLANS

OWNER states that the objects of this contract are to obtain ARCHITECT/ENGINEER's professional expertise and skill, as well as ARCHITECT/ENGINEER's professional consultation. OWNER and ARCHITECT/ENGINEER agree that all drawings and plans are an inconsequential portion of the transaction with a reasonable value allocable to those drawings and plans of no more than ten percent of the total compensation earned under this Agreement (estimated cost of the plans and drawings materials including reproduction costs). OWNER and ARCHITECT/ENGINEER each believes that this contract is not taxable under the Ohio sales or use tax laws. However, if a sales tax or use tax should be assessed, then payment of the tax shall be the OWNER's responsibility.

## 8. ~~LIMITATION OF LIABILITY CLAUSE~~

~~The ARCHITECT/ENGINEER's liability to the OWNER for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the total compensation earned under this Agreement.~~



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**EXHIBIT B**

1. **APPROVED AS TO FORM**

Date: 6/9/16

Signed: [Signature]

Jon D. Clark

Title: Village Solicitor

2. **CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

Attest: I, Kimberly A. Fallon, Fiscal Officer of LaGrange hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of \_\_\_\_\_, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: 6/9/16

Seal:

Signed: Kimberly Fallon

Title: Fiscal Officer

Exhibit D

Commerce Drive Improvements  
 Village of LaGrange, Ohio  
 August 20, 2015  
 PDG Prop No. 07-2015-1048

POGGEMEYER DESIGN GROUP, INC.

For 2016 - 2017 Construction

REF NO.	ITEM	TOTAL UNIT	UNIT PRICE	TOTAL COST	DESCRIPTION
<b>PAVEMENT</b>					
1	SPEC	1 * L.S.	\$1,500.00	\$1,500.00	Surface Video
2	SPEC	1 * L.S.	\$4,500.00	\$4,500.00	Mobilization
3	SPEC	1 * L.S.	\$365.00	\$365.00	Bid Bond
4	SPEC	1 * L.S.	\$1,500.00	\$1,500.00	OPWC Sign
5	201	1 * L.S.	\$1,000.00	\$1,000.00	Clearing and Grubbing
6	204	2 * Hr	\$150.00	\$300.00	Proof Roll
7	253	230 * S.Y.	\$60.00	\$13,800.00	Full Depth Pavement Repair
8	254	2315 * S.Y.	\$5.50	\$12,732.50	Pavement Planing - 2½" Depth
9	407	174 * Gal	\$5.00	\$870.00	Tack Coat @ 0.075 gal/sy
10	448	65 * C.Y.	\$195.00	\$12,675.00	Asphalt Scratch Course, SuperPave Type 1, 1" Compacted Thickness
11	448	97 * C.Y.	\$195.00	\$18,915.00	Asphalt Surface Course, SuperPave Type 1, 1½" Compacted Thickness
12	448	2315 * S.Y.	\$10.00	\$23,150.00	Pavement Reinforcing Fabric/Grid
13	614	1 * L.S.	\$1,500.00	\$1,500.00	Maintaining Traffic
14	640	2 * Each	\$500.00	\$1,000.00	ADA Ramp
Subtotal Construction				\$93,807.50	
Contingency @ 10%				\$9,380.00	
Total Probable Construction Cost				\$103,187.50	

Technical Services	
Preliminary Design/Surveying	\$935.00
Final Design	\$3,750.00
Bidding	\$1,640.00
Construction Engrg/Adm	\$1,640.00
Construction Observation	\$3,285.00
Subtotal Total Technical Services	\$11,250.00

Other:	
Advertising	\$1,500.00
Printing/Binding/Mailing	\$250.00
Testing	\$2,500.00
Legal	\$1,500.00
Total Other	\$5,750.00

**TOTAL PROBABLE PROJECT COST: \$120,187.50**

The probable useful life of the Commerce Drive Improvements project is 15 years

Jack A. Jones, P.E., E-41523

Note: This estimate does/may not include interest during construction, finance fees, bond counsel, assessment fees, bond insurance, or other miscellaneous expenses which can add up to 5% to 10% of the total cost once actual financing sources are finalized.

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**RESOLUTION 2016-865**

**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH AGRI-SLUDGE INC. FOR THE REMOVAL AND DISPOSAL OF SLUDGE BIOSOLIDS AT THE LAGRANGE WASTEWATER TREATMENT PLANT AND DECLARING AN EMERGENCY.**

**BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF LAGRANGE, COUNTY OF LORAIN, STATE OF OHIO THAT:**

**SECTION 1:** The LaGrange Village Administrator is authorized and directed to enter into an Agreement with Agri-Sludge Inc. for the removal and disposal of sludge biosolids at the LaGrange Wastewater Treatment Plant.

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

**SECTION 3:** This Resolution is and is hereby declared to be an emergency measure, the emergency being the necessity to facilitate the functioning of the Village wastewater treatment plant without delay and to thereby provide for the health, safety, welfare, and peace of the inhabitants of the Village of LaGrange, wherefore this Resolution shall go into effect immediately upon its passage.

1<sup>st</sup> Reading: 6/23/16  
2<sup>nd</sup> reading: \_\_\_\_\_  
3<sup>rd</sup> reading: \_\_\_\_\_

PASSED: 6/23/16

ATTEST: Kimberly Fallon  
Kimberly Fallon, Fiscal Officer

SIGNED: [Signature]  
Kim E. Strauss, Mayor

APPROVED AS TO FORM: [Signature]  
Jon D. Clark, Solicitor

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PROPOSAL AND TECHNICAL SPECIFICATIONS

FOR

2016 WASTEWATER TREATMENT PLANT  
SLUDGE/BIOSOLIDS REMOVAL AND DISPOSAL

FOR THE

VILLAGE OF LAGRANGE, OHIO

JOB NO. 2290-180

APRIL, 2016

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2016 WASTEWATER TREATMENT PLANT  
SLUDGE/BIOSOLIDS REMOVAL AND DISPOSAL  
VILLAGE OF LAGRANGE, OHIO  
INSTRUCTIONS FOR PROPOSERS

1. Proposals shall be received by the Consulting Engineer for LaGrange, Ohio -- Poggemeyer Design Group, Inc. until 4:00 p.m. (Local Time) Thursday, May 12, 2016 for a one (1) year contract for the 2016 Wastewater Treatment Plant Sludge/Biosolids Removal and Disposal project for the Village of LaGrange, Ohio.
2. All proposals are to be either typed or written legibly in ink.
3. Proposals shall be submitted on the printed forms provided for this purpose. The proposal form shall be completely filled out and appropriately signed.
4. Proposals shall be sealed and addressed to:  
  
Mr. Michael Atherine, P.E.  
Sr. Managing Principal  
Poggemeyer Design Group, Inc.  
1168 North Main Street  
Bowling Green, Ohio 43402
5. Copies of the Proposal and Specifications Documents may be obtained from Poggemeyer Design Group, Inc.
6. The Village of LaGrange reserves the right to reject any or all proposals or to accept any proposals which may be deemed to be in the best interest of the Village of LaGrange, Ohio.
7. Any qualifying statements or conditions submitted with the proposal may be declared irregular and as not being responsive to the project specifications.
8. Proposer may be required to submit information regarding prior experience with land application of sludge/biosolids.
9. Proposer shall understand the cost of all relevant testing and approvals incurred by the contractor will be included in the proposal price.
10. The successful proposer shall be capable to begin sludge/biosolids removal and disposal operations within ten (10) days of contract award.

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Any questions concerning these specifications shall be directed to Michael Atherine of Poggemeyer Design Group, Inc. (419) 352-7537 between the hours of 8:00 a.m. and 4:45 p.m. Monday through Friday.

12. The Village reserves the right to award a contract to other than the low proposer when it is deemed in the best interest of the Village to do so.



2016 WASTEWATER TREATMENT PLANT  
 SLUDGE/BIOSOLIDS REMOVAL AND DISPOSAL  
 VILLAGE OF LAGRANGE, OHIO  
 UNIT PRICE SCHEDULE

Ref. No.	Description	Estimated Quantity	Unit Price	Total Price
1	Removal and Land Application of Liquid Sludge/Biosolids, Complete, per Gallon	450,000 Gallon	\$0.0485	\$21,825 <sup>00</sup>

Unit Price per Gallon, in words Zero Dollars, Four Hundred —  
Eighty-Five Ten Thousandths cents

Signature of Proposer:

By Laura P Abraham Title Secretary/Treasurer

Printed Name LAURA P ABRAHAM Printed Business Name Agri-Sludge, Inc

Business Address of Proposer: 8047 State Route 754  
Shreve, OH 44676

Telephone: 330-567-2500

Fax: 330-567-2075

E-Mail: office@agrisludge.com or toma@agrisludge.com

Dated: 5-4-2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/1/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Overmyer Hall Associates 1600 W Lane Ave., Suite 200 Columbus OH 43221	<b>CONTACT NAME:</b> Julia Allen <b>PHONE (A/C No., Ext.):</b> 614-453-9366 <b>FAX (A/C No.):</b> 614-453-9360 <b>E-MAIL ADDRESS:</b> jallen@oh-ins.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Westfield Insurance</td> <td>24112</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Westfield Insurance	24112	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Westfield Insurance	24112																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> Agri-Sludge, Inc. 8047 SR 754 Shreve OH 44676	<b>AGRIINC-01</b>																				

**COVERAGES**      **CERTIFICATE NUMBER:** 1884753791      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CAG7741385	10/1/2015	10/1/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAG7741385	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CAG7741385	10/1/2015	10/1/2016	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CAG7741385	10/1/2015	10/1/2016	PER STATUTE <input checked="" type="checkbox"/> OTH-ER	OH Stop Gap
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Village of LaGrange 355 South Center Street LaGrange OH 44050	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Julia Allen</i>
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**Bureau of Workers' Compensation**

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

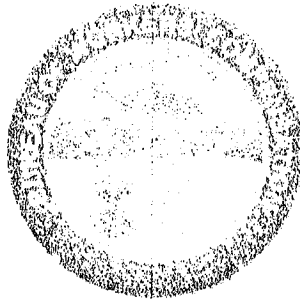
Policy number and employer

**691095-0**

**AGRI-SLUDGE INC  
8047 STATE ROUTE 754  
SHREVE, OH 44676-9409**

Period specified below

**07/01/2015 through  
06/30/2016**



*Stephen Bucher*  
Administrator/CEO

[www.bwc.ohio.gov](http://www.bwc.ohio.gov)

Issued by:

You can reproduce this certificate as needed.



**Ohio Bureau of Workers' Compensation**

**Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers' Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation

COPY

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between Village of LaGrange, Ohio ("Owner") and  
Agri-Sludge, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Remove and dispose of sludge biosolids produced at the Village of LaGrange Wastewater Treatment Plant.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2016 Wastewater Treatment Plant Sludge/Biosolids Removal and Disposal

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Poggemeyer Design Group, Inc.

3.02 The Owner has retained Poggemeyer Design Group, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The contract time will run for 365 days from the date of execution of this Agreement B- between the Village and the Contractor.

4.03 *Liquidated Damages*

A. The Contractor must be available to remove and dispose of sludge/biosolids within five (5) days of notification by the Owner.

B. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if work is not completed on time.

C. Contactor shall pay Owner \$500 for each day that expires after the time work is not completed within the five (5) days once notified by the Owner.

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4. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

#### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item): Twenty-One Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$21,825.00) (\$0.485/gallon x 450,000 gallons = \$21,825)
- The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment as work is completed.
- 6.02 *Progress Payments; Retainage*
- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the TBD day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the Proposal and Technical Specifications (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

#### ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of TBD percent per annum.

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**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. This item has been deleted.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 5, inclusive).
  - 2. Proposal and Technical Specifications.
  - 3. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor’s Bid (pages 1 to 1, inclusive).

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4. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.04 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.05 Other Provisions

A. None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER: Village of LaGrange, Ohio

CONTRACTOR: Agri-Sludge, Inc.

\_\_\_\_\_  
 By: Walt Suhoy  
 Title: VILLAGE ADMINISTRATOR

Laura P Abraham  
 By: Laura P Abraham  
 Title: Secretary/Treasurer

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_  
 Title: \_\_\_\_\_

Attest: Sherry L. Mellet  
 Title: Admin. Assist.

Address for giving notices:  
355 South Center Street  
LaGrange, Ohio 44050

Address for giving notices:  
8047 State Route 754  
Shreve, Ohio 44676

License No.: \_\_\_\_\_  
(where applicable)

APPROVED AS TO FORM:



JON D. CLARK, Solicitor



# Agri-Sludge, Inc.

8047 SR 754 • Shreve, Ohio 44676  
Phone: 330-567-2500 • Fax: 330-567-2075  
Website: [www.Agri-sludge.com](http://www.Agri-sludge.com)



***Service is our Specialty***

Authorized by the Board of Directors at the June 24, 2014 meeting:

Thomas W Abraham, President or

Laura P. Abraham Secretary/Treasurer

of Agri-Sludge, Inc. are authorized to sign bids and contract documents.

Secretary Treasurer :

Laura P Abraham

Corporate Seal



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## SPECIFICATIONS

### SLUDGE/BIOSOLIDS REMOVAL AND DISPOSAL

#### PART 1 GENERAL

##### 1.1 GENERAL SUMMARY

- A. The Village of LaGrange operates a 363,000 gallon per day extended aeration type activated sludge wastewater treatment facility, averaging 360,000 gallons per day and consisting primarily of domestic type wastewater.
- B. Biosolids/Waste Activated Sludge is generated in the treatment process. The Waste Activated Sludge is stabilized by aerobic digestion. Ultimate disposal consists of the land application of the stabilized Biosolids/Waste Activated Sludge. Typically Biosolids are removed from the plant two times per year. The Village of LaGrange produces approximately 450,000 gallons of sludge/biosolids at 2% to 3% solids per year.

#### PART 2 PRODUCTS

None

#### PART 3 EXECUTION

##### 3.1 REQUIREMENTS

- A. The contractor shall provide all materials, labor, supplies, testing, and equipment required for the removal and land application of biosolids/sludge from the LaGrange Wastewater Treatment Plant.
- B. Liquid sludge (approximately 2% to 3% solids) is to be removed and disposed of by the contractor via land application.
- C. Contractor shall apply or dispose of the sludge/biosolids on approved sites in accordance with the operational procedures and rates established by the US EPA in the Use or Disposal of Sewage Biosolids as per 40 CFR Part 503, the ORC Chapter 611, Sewage Sludge Rules, OAC Chapter 3745-40,



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and any other governing body having jurisdiction over this work.

- D. The contractor shall be responsible for all land application site acquisition and obtaining Ohio EPA approval of these sites for the disposal of LaGrange's biosolids. The contractor shall be responsible for all costs directly related to obtaining sites including site approval.
- E. The contractor shall be required to perform and pay for all soil monitoring and crop tissue analysis in accordance with the Ohio EPA's requirements in Sewage Sludge/Biosolids OAC 3745-40. Any additional testing deemed necessary by the Owner and/or Ohio EPA shall be the responsibility of the contractor.
- F. The contractor shall be responsible for monitoring application site agronomic rates and maintaining records as required by the Ohio EPA's requirements in Sewage Sludge/Biosolids OAC 3745-40. All reports generated by the contractor shall be reviewed by the Village prior to submittal to any governmental agency.
- G. Biosolids/sludge shall be transported in containers/trucks which shall comply with all regulations and requirements of the appropriate governing agencies.
- H. Contractor shall be responsible for all required reporting and monitoring to Ohio EPA including, but not limited to soil testing and biosolids analysis as required for land application of biosolids/sludge. Copies of all reports and test results shall be supplied to the Village of LaGrange.
- I. Contractor must have a minimum of five (5) years of experience in land application of sludge, be able to compile agronomic rates for such land, and provide such documentation and references to the Village of LaGrange.
- J. Contractor must have the ability to dewater sludge/biosolids on-site if requested by Owner.
- K. The contractor must be available to remove and dispose of sludge/biosolids within five (5) days of notification by the Village of LaGrange.

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- L. The disposal of sludge/biosolids from the Village of LaGrange shall be coordinated with the Village of LaGrange Wastewater Treatment Plant Superintendent.
- M. The contractor is responsible to visit the wastewater treatment plant and review the sludge/biosolids removal and disposal needs with the Superintendent, Bob Hulec. The telephone number at the wastewater treatment plant is 440-935-4506.
- N. The contract time for sludge/biosolids removal and disposal will run for one (1) year from the date of execution of the Agreement between the Village and the Contractor.
- O. The price bid for the land application of liquid sludge/biosolids shall include the removal, transportation, soil analysis, crop tissue analysis, reporting, and site acquisition and approval in accordance with these specifications and shall be the price per gallon.
- P. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the work being performed. The selected Contractor must provide a Certificate of Insurance showing at a minimum coverages and limits as outlined below. The selected proposer shall procure, maintain, and keep this coverage in force at all times during the term of the contract and at the contractor's sole expense.

1. Workman's Compensation and Disability . . . . .	Statutory Requirements
2. General Liability	
Personal Injury, Property Damage . . . . .	\$2,000,000
General Aggregate . . . . .	\$2,000,000
3. Comprehensive Auto Liability . . . . .	\$2,000,000
(Combined single limit, each accident)	
4. Excess Liability/Umbrella . . . . .	\$3,000,000
(Each occurrence and aggregate)	

END OF SECTION

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**ORDINANCE No. 2016 - 2320**

**AN ORDINANCE DECLARING CERTAIN PERSONAL PROPERTY OWNED BY THE VILLAGE OF LAGRANGE TO BE UNNEEDED FOR MUNICIPAL PURPOSES AND AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE SALE OF SUCH PROPERTY IN ACCORDANCE WITH LAW AND DECLARING AN EMERGENCY**

WHEREAS, the Village of LaGrange is the owner of a quarry ("Quarry") adjacent to its boarder which formerly served as the water supply for the inhabitants of the Village; and,

WHEREAS, the raw water is not needed for municipal purposes, and,

WHEREAS, the Village is willing to sell raw water from said Quarry but subject to certain terms and conditions to be set forth in a written agreement to be approved by Council; and,

WHEREAS, Section 721.15 of the Ohio Revised Code prescribes procedures for the sale of personal property not needed for municipal purposes.

NOW THEREFORE, be it ordained by the Council of the Village of LaGrange, State of Ohio:

SECTION 1: That the Village Administrator is hereby authorized and directed to advertise for bids for the purchase of raw water in a quantity not to exceed 20 ~~thousand~~ <sup>Million</sup> gallons per year for a term of one (1) year. Said advertisement shall made pursuant to the requirements of Section 721.15 of the Ohio Revised Code. Said Advertisement shall provide that a written agreement for the purchase of raw water shall be required and that the cost of such water shall include a base charge of \$100.00 per month during said term. The advertisement shall further provide that the Village shall have to right and option to reject any and all bids received regardless of amount in its sole and absolute discretion

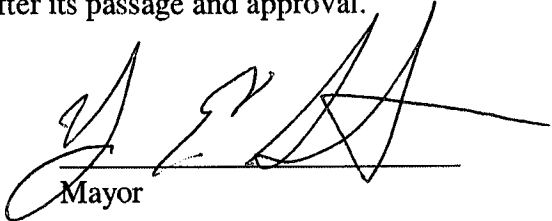
SECTION 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meeting open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: That this Ordinance is and is hereby declared to be an emergency

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measure, the emergency being the immediate necessity to advertise for the sale of personal property not needed for municipal purposes so as to realize the revenue therefrom wherefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval.

PASSED: 4/23/14

  
\_\_\_\_\_  
Mayor


ATTEST: Kimbely Jellon  
Fiscal Officer

1<sup>st</sup> Reading: 4/23/14

2<sup>nd</sup> Reading: \_\_\_\_\_

3<sup>rd</sup> Reading: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jon D. Clark, Solicitor

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**ORDINANCE 2016 - 2322**

**AN ORDINANCE AUTHORIZING A DONATION TO THE LAGRANGE LIONS CLUB FOR THE JULY 2016 ANNUAL LIONS FESTIVAL FIREWORKS DISPLAY AND DECLARING AN EMERGENCY.**

**WHEREAS**, the LaGrange Lions Club in an Ohio Corporation, not for profit and which coordinates the annual Lions Festival fireworks display for the benefit of the residents of the Lagrange Township, including the residents of the Village of LaGrange; and,

**WHEREAS**, Council for the Village LaGrange has determined and hereby finds that the expenditure of funds for the materials and operating costs of the annual Lions Festival fireworks display is for the benefit of the residents of the Village and constitutes a proper municipal public purpose.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LAGRANGE, STATE OF OHIO:**

**SECTION 1:** That the Village Fiscal Officer is hereby authorized and directed to tender the amount of \$1,300.00 to the Lagrange Lions Club to be used solely for the costs of material and operating costs of the 2016 Lions Festival fireworks display; and,

**SECTION 2:** That as a condition of the donation of the funds authorized herein, the Lagrange Lions Club will provide the Village with such records to assure that the donated funds have in fact been used for the purposes authorized herein.

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

**SECTION 4:** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and contentment of the citizens of the Village of LaGrange, Ohio to wit: to facilitate the 2016 Lions Festival fireworks display without delay and shall take effect immediately upon passage.

PASSED: 1st Reading: 6/9/16  
2nd Reading: \_\_\_\_\_