

OHIO PUBLIC WORKS COMMISSION

PROJECT AGREEMENT

GRANT / LOAN

STATE CAPITAL IMPROVEMENT PROGRAM

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Agreement is entered into **July 1, 2012** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **City of Riverside, Montgomery County** (hereinafter referred to as the "Recipient"), located at **1791 Harshman Road, Riverside, OH 45424**, in respect of the project named **Harshman Road Improvement Project-Phase II**, and as described in Appendix A of this Agreement (hereinafter referred to as the "Project") to provide an amount not to exceed **Nine Hundred Eighty Thousand** Dollars (**\$980,000**) for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code :**113-67468**

OPWC Grant Project Control No. **CD21P**
OPWC Loan Project Control No. **CD22P**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project # CD21P/CD22P as of the date first written above.

RECIPIENT

GRANTOR

STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION

Bryan Chodkowski, City Manager

By: _____
Michael Miller, Director

City of Riverside
1791 Harshman Road
Riverside, OH 45424

Ohio Public Works Commission
65 East State Street
Suite 312
Columbus, OH 43215

WITNESS

WITNESS

APPENDIX A

PROJECT DESCRIPTION AND COMPLETION SCHEDULE

1) PROJECT DESCRIPTION / PHYSICAL SCOPE:

The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby defined and described as follows:

a) PROJECT NAME: **Harshman Road Improvement Project-Phase II**

b) SPECIFIC LOCATION: **The project is located on Harshman Road from approximately 100 feet south of Valley Pike to Transportation Drive. The Valley Pike approaches to the intersection are also included.**

(Project Location Zip Code - 45424-)

c) PROJECT TYPE; MAJOR COMPONENTS: **The project is for complete reconstruction of failed concrete pavement at the Valley Pike intersection and the southbound lane of Harshman from Transportation to Valley. Reconstruction of barrier curb and storm sewer structures and replacement of 5 foot wide concrete sidewalk and drive approaches are also included. See engineer's estimate in project application for approved bid items and quantities.**

d) PHYSICAL DIMENSIONAL CHARACTERISTICS: **The project includes approximately 1,500 linear feet of roadway reconstruction of Harshman Road (5 lanes existing and proposed) and approximately 500 linear feet of Valley Pike (5 lanes existing and proposed). This project is not intended to widen the existing facility, but rather replace failed infrastructure.**

**APPENDIX A
PAGE 2**

2) PROJECT SCHEDULE:

The Project, for which the provision of financial assistance is the subject of this Agreement, shall be pursued and completed in accordance with the following schedule:

<u>ACTIVITY</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Final Design	11/01/2011	05/31/2012
Bidding Process	06/01/2012	07/01/2012
Construction	07/01/2012	12/31/2013

NOTE: Construction must begin within 30 days of the date set forth herein for the start of construction, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

The information detailed in this Appendix A shall serve as the basis for Project monitoring purposes and for determining Project acceptance upon its completion. In the event that circumstances require a change in physical scope, such changes must be approved through the execution of a formal Amendment to this Project Agreement.

APPENDIX B

PROJECT ADMINISTRATION DESIGNATION

The Project Administration Designation required by Section 6(a) of this Agreement, and in accordance with the definitions set forth in Section 1 of this Agreement, for the sole purpose of administering the Project, as defined and described in Appendix A of this Agreement, under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code is hereby established as follows:

The Recipient designates:

- 1.) **Bryan Chodkowski/City Manager** to act as the Chief Executive Officer;
- 2.) **Robert Gillian/Director of Finance** to act as the Chief Fiscal Officer; and
- 3.) **Mitchell Miller/Director of Public Services** to act as the Project Manager.

NOTE: Upon any change in such a designation, the Recipient shall immediately provide written notification to the OPWC.

APPENDIX C

PROVISION OF FINANCIAL ASSISTANCE

As authorized by Section 2 of this Agreement for the sole and express purpose of financing the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in Appendix D of this Agreement, the OPWC hereby agrees to provide financial assistance, subject to the terms and conditions contained in this Agreement, from the State Capital Improvements Fund which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed **Seven Hundred Eighty Thousand Dollars (\$780,000)**. This financial assistance shall be provided in the form of a **Grant**. **The OPWC Grant Control No. is CD21P**.

Once this grant amount is fully expended, the loan amount, which is part of this Project Agreement, will be drawn on for disbursing the remaining OPWC obligations contained in this Agreement.

Joint Funded Project with the Ohio Department of Transportation

In the event that the Recipient does not have contracting authority over project engineering, construction, or right-of-way, the Recipient and the OPWC hereby assign certain responsibilities to the Ohio Department of Transportation, an authorized representative of the State of Ohio. Notwithstanding Sections 4, 6(a), 6(b), 6(c), and 7 of the Project Agreement, Recipient hereby acknowledges that upon notification by the Ohio Department of Transportation, all payments for eligible project costs will be disbursed by the Grantor directly to the Ohio Department of Transportation. A Memorandum of Funds issued by the Ohio Department of Transportation shall be used to certify the estimated project costs. Upon receipt of a Memorandum of Funds from the Ohio Department of Transportation, the OPWC shall transfer funds directly to the Ohio Department of Transportation via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix D to those eligible project costs within the Memorandum of Funds. In the event that the Project Scope is for right-of-way only, notwithstanding Appendix D, the OPWC shall pay for 100% of the right-of-way costs not to exceed the total financial assistance provided in Appendix C.

APPENDIX C-1

FINANCIAL ASSISTANCE IN THE FORM OF A LOAN

ADDITIONAL PROVISIONS

Article 1.1. Determinations of Director. Pursuant to the Act and Section 2 of the Agreement and subject to the remaining terms and provisions of the Agreement and all Appendices thereto, the Director hereby determines that the financial assistance to be provided by the OPWC to the Recipient is in compliance with the Act and is provided to the Recipient for the sole and express purpose of financing the Eligible Project Cost and/or reimbursing the Recipient for such Eligible Project Cost.

Article 2.1. Definitions. All of the capitalized terms contained in this Appendix C-1 shall have the same meanings as defined in the Agreement unless otherwise defined herein and shall be in addition to any other terms defined herein:

- (a) "Agreement" means the Project Agreement by and between the OPWC and the Recipient and all appendices thereto which are attached to the Agreement and made a part thereof and incorporated by reference in this Appendix C-1.
- (b) "Eligible Project Costs" means such portion of the Project costs disbursed and loaned from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs thereto.
- (c) "Project" means the Capital Improvement Project described in Appendix A of the Agreement.
- (d) "Repayment Amount" means the amount to be paid by the Recipient to the OPWC on each payment date of each year during the Term pursuant to the terms and conditions of the Note.
- (e) "Term" means the period in which the Agreement shall be in full force and effect, commencing on the date hereof and continuing until the next January 1 or July 1 following completion of construction of the Project or until the January 1 or July 1 following the day in which the obligations of the Recipient hereunder have been fully satisfied, whichever date is later.
- (f) "Note" means the promissory note attached hereto and made a part hereof as Appendix C-2.
- (g) "Utility" means the Project if the Project is or upon completion of construction of the Project, will be a facility which generates revenues from fees, charges or taxes associated with the use of the facility.

Article 3.1. The Loan. On the terms and conditions of the Agreement which are incorporated herein and made a part hereof, the OPWC shall lend to Recipient and Recipient shall borrow from the OPWC an amount not to exceed **Two Hundred Thousand Dollars (\$200,000)**, the proceeds of which shall be utilized solely to finance the Eligible Project Costs and/or reimburse the Recipient for its advance payment of such Eligible Project Costs (the "Loan"). The Loan shall be disbursed by the OPWC to the Recipient pursuant to Section 6 of the Agreement. The terms of repayment of the Loan shall be as set forth in the Note and Recipient shall make all payments required to be made under the Note as and when due.

Article 3.2. In the event the Project to be constructed hereunder is or will be a Utility, the Recipient hereby agrees to the following:

- (a) It shall at all times prescribe and charge such rates, fees, charges or taxes as shall result in revenues at least adequate to meet operation, maintenance and all expenses of the Utility and the payment of all amounts required by the Note;
- (b) It shall permit any authorized agent of the OPWC to inspect all records, accounts and data of the Utility at any reasonable time; and
- (c) It shall segregate the revenues, funds, properties, costs and expenses of the Utility from all other revenues, funds properties, costs and expenses of the Recipient.

Article 3.3. The Recipient shall pay to the OPWC an amount equal to the Repayment Amount as and when due as provided in the Note from (i) any source of revenues of the Recipient, or (ii) in the event the Project is or will be a Utility, the Recipient shall make such payments from the revenues of such Utility; provided, however, that if otherwise lawful, nothing herein shall be deemed to prohibit the Recipient from using, of its own volition, any of its general revenues or other revenue sources for such payments. The obligation of the Recipient to pay the Repayment Amount shall not be assignable, and the Recipient shall not be discharged therefrom, without the prior written consent of the OPWC. During the first fifteen (15) days of May and November of each year during the Term, the OPWC shall invoice the Recipient for the sum due and owing the OPWC and the payment of each such invoice shall be made by the Recipient to the OPWC not later than the first day of July or the last business day of January. The Director at his sole discretion may adjust repayment schedules based on the administrative needs of the Lender. Any failure of the OPWC to invoice the Recipient shall not otherwise release the Recipient from its obligations to pay the Repayment Amount as and when due or otherwise fulfilling its obligations hereunder.

Article 3.4. The Recipient shall pay the Local Subdivision Contribution as provided in Section 8 of the Agreement and Appendix D. If the Term commences prior to the determination of the final costs of the Project, the Repayment Amount and the Local Subdivision Contribution shall be based upon the best figures available at the time of execution of the Agreement or as amended from time to time. When such final costs of the Project are greater than or less than the estimated costs of the Project as set forth in Appendix D, the amount of the Loan and the Note shall be adjusted in accordance with the terms and conditions of the Note and the Local Subdivision Contribution shall be paid in full by the Recipient as and when due.

Article 3.5. In the event the final costs of the Project are greater than the estimated costs of the Project, the Recipient's Local Subdivision Contribution shall be increased by an amount equal to the difference between the final cost of the Project and the estimated cost of the Project.

Article 3.6. Subject to the terms and conditions of the Agreement, the Eligible Project Costs shall be paid by the OPWC not to exceed the amount established in the Agreement. In the event the Agreement is terminated by the OPWC pursuant to, but not in breach of, the provisions of the Agreement, or by subsequent agreement of the parties, or in the event the Agreement is terminated by the Recipient, whether or not in breach of the Agreement, the Eligible Project Costs incurred in connection with the construction of the Project shall be paid by the Recipient and the OPWC shall be released from paying the Eligible Project Cost. Any moneys paid to the OPWC by the Recipient under the provisions of this Section shall be repaid in not more than one (1) year after termination with interest on the remaining balances at the Default Interest Rate.

Article 3.7. Prior to the disbursement of the Loan, the Recipient shall demonstrate to the satisfaction of the Director the capability of the Recipient to pay the Repayment Amount and the Local Subdivision Contribution. The Director may withhold any disbursement during the Term if he reasonably believes that the Recipient is unable to pay the Repayment Amount or its Local Subdivision Contribution as and when due.

Article 3.8. Upon completion of the Project, the Recipient shall make a full and complete accounting to the OPWC of the Eligible Project Cost.

Article 3.9. If prior to the completion of the Term the Project shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient pursuant to Article 3.2 hereof, and the Recipient shall at its cost and expense (i) promptly repair, rebuild or restore the property damaged or destroyed in substantially the same condition before such damage or destruction, and (ii) apply for any proceeds from insurance policies for claims for such losses as well as utilizing any additional moneys of the Recipient to repair, rebuild and restore the Project.

Article 3.10. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amount of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Recipient in a separate condemnation award account and shall be applied by the Recipient in either or both the following ways as shall be determined by the Recipient:

- (a) The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or
- (b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project, which real estate and facilities shall be deemed a part of the Project without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

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

Article 3.11. The Recipient agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

- (a) The Recipient shall fail to make any payment to the OPWC of the Repayment Amount required as and when due under the Note and/or the Recipient fails to pay its Local Subdivision Contribution.
- (b) The Recipient shall fail to observe and perform any obligations, agreements or provisions of the Agreement all Appendices thereto, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OPWC.
- (c) Any representations made by the Recipient in Section 9.1 shall at any time during the Term prove to be false.

Article 3.12. Whenever an Event of Default shall have happened and be subsisting, in addition to any other rights or remedies provided herein, the Note, by law or otherwise:

- (a) The amount of such default, in the event the Recipient defaults on the Repayment Amount, shall bear interest at eight percent (8%) per annum ("Default Interest Rate"), from the date of the default until the date of the payment thereof, and all the costs incurred by the OPWC in curing such default including, but not limited to, court costs all other reasonable costs and expenses (including reasonable attorney's fees) shall be repaid by the Recipient to the OPWC as a part of the Repayment Amount.
- (b) The Director may in his sole and complete discretion and in accordance with Section 164.05 of the Revised Code, direct the county treasurer of the county in which the Recipient is located to pay the amount of any default hereunder from the funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Sections 5747.51 to 5747.53 of the Revised Code.
- (c) The OPWC shall be released from any and all obligations to Recipient hereunder.
- (d) The entire principal amount of the Loan then remaining unpaid, together with all accrued interests and other charges shall, at the OPWC's option, become immediately due and payable.

Article 3.13. No right or remedy conferred upon the OPWC under Article 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

APPENDIX C-2

PROMISSORY NOTE

\$200,000

City of Riverside, Ohio
CD22P

July 1, 2012

FOR VALUE RECEIVED, the undersigned (the "Recipient") promises to pay to the order of the Ohio Public Works Commission (hereinafter the "Lender," which term shall include any holder hereof), at its office located at **65 E. State Street, Suite 312, Columbus, OH 43215**, or at such other place as the holder hereof may, from time to time, designate in writing, the principal sum of **Two Hundred Thousand Dollars (US\$200,000)**, or so much thereof as shall be advanced by Lender and remain unpaid, together with all costs herein provided and interest from the first day in January or July following project completion and thereon until said amounts have been paid in full at a rate equal to **Zero percent (0.00%)** per annum, or the "Default Rate" (as hereinafter defined), as the case may be.

Principal and interest due under this Note shall be payable as follows:

The first payment due hereunder shall be made on the last business day in January or the first day in July following the date of project completion, whichever date first occurs, which date shall be referred to herein as the "Initial Payment Date."

After the Initial Payment Date, principal and interest shall be due and payable in equal consecutive semi-annual installments commencing on the last business day in January or July 1 following the Initial Payment Date (the "Second Payment Date") and continuing on the last business day in January and July 1 thereafter until maturity. Subject to adjustment as provided herein, the amount of each such semi-annual installment of principal and interest shall be the amount which would fully amortize the unpaid principal balance of the indebtedness evidenced by this Note as of the Second Payment Date, such amortization to be based upon (i) an amortization period of **Twenty-Five years (25)** commencing on the Second Payment date, except for a zero (0) percent loan which would commence on the Initial Payment Date and (ii) interest being calculated on the basis of thirty (30) day calendar months in a 360 day year; provided that in the event the Lender makes additional disbursements following the Second Payment Date, the amount of the semi-annual installments of principal and interest required hereunder shall be increased to the amount it would take to fully amortize this Note based upon (i) the new principal balance and (ii) the above-referenced amortization period, less the number of years (or parts thereof) which have elapsed since the Second Payment Date. The unpaid principal sum of this Note and all accrued and unpaid interest and other charges hereunder shall be payable in full on the Maturity Date which would be either the last business day in January or July 1 following the loan term. The Recipient acknowledges that if the semi-annual payments set forth above do not fully amortize this Note, the payment due on the Maturity Date will be a balloon payment, consisting of (i) all accrued and unpaid interest and other charges and (ii) the entire unpaid principal balance hereof.

If Recipient shall fail to make any payment hereunder when due, and the same is not corrected within thirty (30) days, then the amount of such default shall bear interest thereafter at the rate of eight percent (8%) per annum (the "Default Rate") from the date of the default until the date of the payment thereof, and the entire principal hereof then remaining unpaid, together with all accrued interest and other charges, shall, at the Lender's option, become immediately due and payable and/or the Lender by and through its Director may, in the Director's sole and complete discretion and in accordance with Section 164.05 of the Ohio Revised Code, direct the county treasurer of the county in which the Recipient is located to pay the amount due hereunder from funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Section 5747.51 to 5747.53 of the Revised Code. The Lender may exercise this option to direct the county treasurer to pay the amount due from the local government fund without any notice or demand during any default by Recipient regardless of any prior forbearance. The lender shall be entitled to collect all costs incurred by the Lender in curing such default, including, but not limited to court costs and reasonable attorney fees from a suit brought to collect this Note. In addition, if the Lender exercises its option to direct the county treasurer to pay the amount due from the local government fund, the Lender shall be entitled to collect all reasonable costs and expenses of any efforts by the Lender to collect the amount due from the

local government fund, including but not limited to reasonable attorneys' fees. Lender may, at its option, delay in or refrain from exercising some or all of its rights and remedies without prejudice thereto and regardless of any prior forbearance.

THE RECIPIENT MAY PREPAY ANY PART OF THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME.

The Recipient and any endorser, guarantor and surety now or hereafter liable for the payment of the principal or interest due on this Note, or any part thereof, does hereby expressly agree that any renewal, extension or modification of the terms of the Project Agreement including the terms or the time for the payment of any part of this Note may be made or extended without notice and without releasing or otherwise affecting liability of said parties on this Note.

NOTE: IF A PROJECT COMPLETION REPORT IS NOT RECEIVED WITHIN SIXTY (60) DAYS FROM THE ESTIMATED PROJECT COMPLETION DATE THE PROJECT MAY BE TERMINATED AT THE SOLE DISCRETION OF THE Director. UPON NOTIFICATION OF TERMINATION A REVISED AMORTIZATION SCHEDULE WILL BE PROVIDED BASED ON THE ACTUAL AMOUNT OF OPWC FINANCIAL ASSISTANCE BORROWED. AFTER PROJECT TERMINATION NO FURTHER DISBURSEMENT ACTIVITY WILL BE ALLOWED.

The waiver by Lender or failure to enforce any other term, covenant or condition of this Note, or the Project Agreement and all appendices thereto or to declare any default hereunder or thereunder, shall not operate as a waiver of any subsequent default or affect the right of Lender to exercise any right or remedy not expressly waived in writing by Lender. The unenforceability or invalidity of any one or more provisions of this Note shall not render any other provision herein contained unenforceable or invalid.

This Note and all of the Project Agreement and all Appendices thereto have been executed and delivered in the State of Ohio and shall be governed by and construed in accordance with the laws of the State of Ohio. Any notice to the Recipient provided for in this Note shall be given by mailing such notice by certified mail, addressed to the Recipient at the following address: **1791 Harshman Road , Riverside, OH 45424**. Any notice to the Lender shall be given by mailing such notice by certified mail, return receipt requested, to the Lender at the address of the Lender as may have been otherwise designated by notice to the Recipient.

This Note was executed in **Montgomery** County, Ohio. The Recipient represents that it has received all of the necessary approvals from its legislative or authorizing body to execute and deliver this Note to the Lender.

By: _____
Robert Gillian/Director of Finance
City of Riverside, Ohio

APPENDIX D

**LOCAL SUBDIVISION CONTRIBUTION, PROJECT FINANCING AND
EXPENSES SCHEME AND DISBURSEMENT RATIO**

1) OPWC/LOCAL SUBDIVISION PARTICIPATION PERCENTAGES: For the sole and express purpose of financing/reimbursing costs of the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in this Appendix D, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of 50% percent of the total Project Cost. The OPWC participation percentage shall be 50% percent. However, in the event of a cost over-run, the maximum OPWC dollar contribution shall not exceed the amount identified in Appendix C.

2) PROJECT FINANCING AND EXPENSES SCHEME: The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project as defined and described in Appendix A of this Agreement to consist of the following components:

a) <u>PROJECT FINANCIAL RESOURCES:</u>	
i) Local In-kind Contributions	\$0
ii) Local Public Revenues	\$970,000
iii) Local Private Revenues	\$0
iv) Other Public Revenues:	
- ODOT	\$0
- FmHA	\$0
- OEPA	\$0
- OWDA	\$0
- CDBG	\$0
- Other _____	\$0
 SUBTOTAL	 <u>\$970,000</u>
 v) OPWC Funds:	
- Grant	\$780,000
- Loan	\$200,000
- Loan Assistance	
 SUBTOTAL	 <u>\$980,000</u>
 TOTAL FINANCIAL RESOURCES	 <u>\$1,950,000</u>
 b) <u>PROJECT ESTIMATED COSTS:</u>	
i) Project Engineering Costs:	
- Preliminary Engineering	\$70,200
- Final Design	\$85,800
- Other Engineering Services	\$78,000
ii) Acquisition Expenses:	
- Land	\$0
- Right-of-Way	\$0
iii) Construction Costs	\$1,560,000
iv) Equipment Costs	\$0
v) Other Direct Expenses	\$0
vi) Contingencies	\$156,000
 TOTAL ESTIMATED COSTS	 <u>\$1,950,000</u>

OHIO PUBLIC WORKS COMMISSION
APPENDIX E - DISBURSEMENT REQUEST FORM AND CERTIFICATION

DISBURSEMENT REQUEST NUMBER: _____

STATEMENT REQUESTING THE DISBURSEMENT OF FUNDS FROM THE OPWC PURSUANT TO SECTION 6 OF THE PROJECT AGREEMENT (the "Agreement") EXECUTED BETWEEN THE Director OF THE OHIO SMALL GOVERNMENT CAPITAL IMPROVEMENT PROGRAM (the "Director") AND **City of Riverside, (113-67468), Montgomery County** (the "Recipient"), DATED **July 1, 2012**, FOR THE SOLE AND EXPRESS PURPOSE OF FINANCING THE CAPITAL IMPROVEMENT PROJECT DEFINED AND DESCRIBED IN APPENDIX A OF THE AGREEMENT (the "Project") AND NAMED AND NUMBERED AS **Harshman Road Improvement Project-Phase II, CD21P/CD22P (LOAN)**.

EXPENDITURES PROGRESS:	(1) AS PER <u>AGREEMENT</u>	(2) PAID PRIOR <u>TO THIS DRAW</u>	(3) AS PART OF <u>THIS DRAW</u>	(4) PAID TO DATE <u>(Column 2 + 3)</u>
A) Project Engineering Costs				
1) Preliminary Engineering	\$70,200	\$ _____	\$ _____	\$ _____
2) Final Design	\$85,800	\$ _____	\$ _____	\$ _____
3) Other Engineering Services	\$78,000	\$ _____	\$ _____	\$ _____
B) Acquisition Expenses				
1) Land	\$0	\$ _____	\$ _____	\$ _____
2) Right-of-Way	\$0	\$ _____	\$ _____	\$ _____
C) Construction Costs	\$1,560,000	\$ _____	\$ _____	\$ _____
D) Equipment Costs	\$0	\$ _____	\$ _____	\$ _____
E) Other Direct Expenses	\$0	\$ _____	\$ _____	\$ _____
F) Contingencies	\$156,000	\$ <u> N/A </u>	\$ <u> N/A </u>	\$ <u> N/A </u>
G) Totals	\$1,950,000	\$ _____	\$ _____	\$ _____

FINANCING PROGRESS:	(1) AS PER <u>AGREEMENT</u>	(2) USED PRIOR <u>TO THIS DRAW</u>	(3) AS PART OF <u>THIS DRAW</u>	(4) USED TO DATE <u>(Column 2 + 3)</u>
H) OPWC Funds	\$980,000	\$ _____	\$ _____	\$ _____
I) Local Share				
1) In-kind Contributions	\$0	\$ _____	\$ _____	\$ _____
2) Public Revenues	\$970,000	\$ _____	\$ _____	\$ _____
3) Private Revenues	\$0	\$ _____	\$ _____	\$ _____
K) Other Public Revenues				
1) ODOT	\$0	\$ _____	\$ _____	\$ _____
2) FmHA	\$0	\$ _____	\$ _____	\$ _____
3) OEPA	\$0	\$ _____	\$ _____	\$ _____
4) OWDA	\$0	\$ _____	\$ _____	\$ _____
5) CDBG	\$0	\$ _____	\$ _____	\$ _____
6) Other _____	\$0	\$ _____	\$ _____	\$ _____
L) Total Local and Other Public Revenues	\$970,000	\$ _____	\$ _____	\$ _____
M) Totals (H+L for each column)	\$1,950,000	\$ _____	\$ _____	\$ _____

[NOTE: Column totals for Line M must be equal to the column totals for Line G.]

OPWC FUNDS DISBURSEMENT PROGRESS:

Disbursement Request # _____

Is this the **final** request for disbursement of OPWC funds? YES _____ NO _____
 If the answer is YES, skip to the section entitled "FINAL DISBURSEMENT REQUEST and PROJECT COMPLETION REPORT".

- N) Total project costs claimed as part of this draw (Total in G(3)) \$ _____
- O) Disbursement Ratio % _____
- P) Amount of OPWC funds hereby requested for Disbursement (N x O) (Becomes H(3)) \$ _____

FINAL DISBURSEMENT REQUEST and PROJECT COMPLETION REPORT: Project Completion Date ____/____/____

By completing this section the subdivision certifies that the project is completed and no additional invoices will be submitted to the OPWC.

- Q) Total project costs (G(2) + G(3)) [if G(2) + G(3) > G(1) use the amount on G(1)] \$ _____
- R) Subdivision Percentage Participation Level (if cost overrun, percentage does not apply) **50%**
- S) Subdivision minimum dollar contribution (QxR) \$ _____
- T) Subdivision costs paid to date (Total in L(2)) \$ _____
- U) Total still owed toward Local Share (S-T) \$ _____
- V) Total project costs claimed as part of this draw (Total in G (3)) \$ _____
- W) Total still owed toward Local Share (U) \$ _____
- X) Amount of OPWC funds hereby requested for Disbursement (V-W) \$ _____
 (Becomes H(3))

Construction funds currently held in escrow by the subdivision and not reported on the previous page \$ _____

[NOTE: Total in H(4) (sum of H(2) + H(3)) may not exceed total in H(1) (refer to instructions).]

PROJECT MANAGER CERTIFICATION:

I hereby certify that the work items invoiced and included herein are exclusively associated with the Project, have been completed in a satisfactory manner, and are otherwise in accord with the terms and conditions of the Agreement. This request reflects project completion at an estimated _____%.

 Mitchell Miller/Director of Public Services Date ____/____/____ () - _____
 Phone

CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER CERTIFICATION:

Pursuant to Section 6(b) and 6(c) of the Agreement, the undersigned Chief Executive Officer and Chief Fiscal Officer of the Recipient, as both are designated in Appendix B of the Agreement, hereby request the Director to disburse financial assistance moneys made available to Project in Appendix C of the Agreement (inclusive of any amendment thereto) to the payee as identified below in the amount so indicated which amount equals the product of the Disbursement Ratio and the dollar value of the attached cost documentation which was properly billed to the Recipient in exclusive connection with the performance of the Project, or, in the case of a final disbursement request, the amount entered at Line V of this Appendix E. The undersigned further certify that:

- 1) Each item of project cost documentation attached hereto is properly payable by the OPWC in accordance with the terms and conditions of the Agreement, and none of the items for which payment is requested has formed the basis of any payment heretofore made from the OPWC;
- 2) Each item for which payment is requested hereunder is or was necessary in connection with the performance of the project;
- 3) In the event that any of the money disbursed to the Recipient pursuant to this request is to be used to pay Project costs based on an invoice submitted by a contractor of which the Recipient's share is yet to be paid, the Recipient shall expend such money to pay such contractor for the Project costs within twenty-four (24) hours after receipt thereof. Recipient shall hold such money uninvested pending payment to the contractor;
- 4) This statement and attachments hereto shall be conclusive as evidence of the facts and statements set forth herein and shall constitute full warrant, protection, and authority to the Director for any actions taken pursuant hereto; and
- 5) This document evidences the approval of the undersigned Chief Executive Officer and Chief Fiscal Officer of each payment hereby requested and authorized.

IN WITNESS WHEREOF, the undersigned have executed this Disbursement Request Form and Certification as of this _____ day of _____, 20____.

Note: All signatures must be original and in color ink.

 Robert Gillian/Director of Finance

CFO Phone: () - _____

 Bryan Chodkowski/City Manager

Subdivision Name: City of Riverside Montgomery County
Project Name: Harshman Road Improvement Project-Phase II
OPWC Control No.: CD21P/CD22P (LOAN)
PROJECT MANAGER: Mitchell Miller/Director of Public Services

Disbursement Request # _____

CONTRACTOR/VENDOR PAYEE IDENTIFICATION:

Set forth the appropriate portion(s) of this Disbursement Request amount (all or part of the amount from H(3)) that is to be paid to each of the contractors/vendors (or Subdivision) identified below, and as are supported through accompanying copies of invoices or other evidence of expense.

- 1) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: (____) _____ - _____
Federal Tax ID #: _____

- 2) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: (____) _____ - _____
Federal Tax ID #: _____

- 3) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: (____) _____ - _____
Federal Tax ID #: _____

- 4) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: (____) _____ - _____
Federal Tax ID #: _____

OPWC Use Only	Accounting: _____ (initial)	MBE: _____ (initial)
Approval by: _____ (signature)	Auditor: _____ (initial)	Other: _____ (initial)
Date: ____/____/____		



The Ohio Public Works Commission

<i>Director</i>	Michael Miller	<i>Commission Chair</i>	Janine Conrad
<i>Commissioners</i>	Michael Keenan Alan Ross	Lonnie Miles Tom Waniewski	William Morgan Dave Wondolowski

July 1, 2012

Bryan Chodkowski
City Manager
City of Riverside
1791 Harshman Road
Riverside, OH 45424

Re: Project Number CD21P/CD22P

Dear Mr. Chodkowski:

Your request for financial assistance has been approved for the project entitled Harshman Road Improvement Project-Phase II in the amount of \$980,000. The enclosed Project Agreement defines your responsibilities in accepting this financial assistance. Please adhere to the following:

- Review the document carefully to be sure you understand your responsibilities and to check that it accurately describes and defines your project. If there are errors or information that needs to be revised please contact us. Changes to officers may also be noted in a transmittal letter.
- Do not separate the pages of the Agreement.
- Sign both copies of the Agreement and have your signature witnessed.
- Have the promissory note, Appendix C-2 of the Agreement, signed by the Chief Fiscal Officer.
- Return one copy of the Agreement to us and retain one for your records.
- Use the above referenced project number in your correspondence with our office as it will help expedite our ability to respond.

Do not proceed with construction or purchase of materials until the following has been completed:

- Return one executed copy of the Agreement.
- Prepare and forward a Request to Proceed to our office once bidding is complete.
- Receive a Notice to Proceed from us.

The Project Manager named in the Agreement will receive a separate mailing that explains how to prepare the Request to Proceed as well as how to comply with other program requirements including Equal Employment Opportunity, prevailing wage, and reporting of in-kind or force account contributions. This information is maintained on our web site at: <http://www.pwc.state.oh.us/>.

If you have questions please contact your Program Representative, Donna Kirkbride, at 614/644-1942.

Respectfully,

Michael Miller
Director

cc: District Committee



The Ohio Public Works Commission

<i>Director</i>	Michael Miller	<i>Commission Chair</i>	Janine Conrad
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July 1, 2012

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If you have questions please contact your Program Representative, Donna Kirkbride, at 614/644-1942.

Respectfully,

Michael Miller
Director

cc: District Committee



The Ohio Public Works Commission

<i>Director</i>	Michael Miller	<i>Commission Chair</i>	Janine Conrad
<i>Commissioners</i>	Michael Keenan Alan Ross	Lonnie Miles Tom Waniewski	William Morgan Dave Wondolowski

July 1, 2012

Robert Gillian
Director of Finance
City of Riverside
1791 Harshman Road
Riverside, OH 45424

SUBJECT: Notification of Project Approval
Project No.: CD21P/CD22P
Project Name: Harshman Road Improvement Project-Phase II

Dear Mr. Gillian:

City of Riverside's request for financial assistance has been approved for the project listed above in the amount of \$980,000. The project's Chief Executive Officer, Bryan Chodkowski, has been mailed the Agreement for review, execution and return to our office. You may view the Agreement on our web site at <http://www.pwc.state.oh.us/>.

As the Chief Fiscal Officer designated in the Project Agreement, your role in carrying out the project is important. The following information is available on our web site on the Chief Financial Officers Page (Financial Tab) to assist you.

- Instructions for the completion of Appendix E describe how to complete the Appendix E (disbursement form) that is attached to the Agreement. This three-page form must always contain original color-inked signatures of the three authorized authorities. If any of the authorities change we must be notified in writing. The disbursement process is also described in Section 6 of the Project Agreement entitled "Disbursements". Your local share of this project will be the percentage of actual costs approved by the Commission based on the Participation Percentages as defined in Section 1 of the Agreement.
- Auditor of State Technical Bulletin 2002-04 explains the accounting methods to be used for Commission funded projects.
- W-9 and Vendor Information forms are only required for those vendors who have not done business with the State of Ohio, and if you'll be requesting us to pay your vendors directly.
- A sample "Payment Confirmation letter" which will be mailed to you for all disbursements made for this project. Letters are mailed monthly during the third week for the prior month's activity. Review your letters carefully and advise us of any errors or omissions. Please note that for grant/loan combinations there will be a letter for funds disbursed under the grant number and a separate letter for funds disbursed under the loan. Grant funds are typically drawn on first but exceptions apply, especially if the loan serves as a portion of or all of the required local match.

Mr. Gillian
Page 2
July 1, 2012

In addition to the above information on our web site we have enclosed various loan documents as follows: Loan Guidance, Instruction for Declaring Official Intent, Notification of Disbursement Method, Sample Resolution, and the initial Amortization Schedule. Please review this information carefully.

For projects administered by the Ohio Department of Transportation (ODOT) there is a separate disbursement relationship between the Commission and ODOT. Our office provides ODOT with the Project Agreement which ODOT uses as a "letter of credit" in place of the local subdivision's actual cash payment or "escrow deposit". If your subdivision has already deposited funds to an escrow account with ODOT, they will refund the amount of funds offset by the Commission to the local subdivision.

To facilitate timely payments for this project your vendors are encouraged to enroll in the Ohio Shared Services' EFT Program. This program can reduce processing time by 2-3 business days in that disbursements are completed electronically to your vendor's bank account. The vendor may apply for EFT through our web site's CFO Page (referenced above) which provides the link to Ohio Shared Services. Questions should be directed to them at 1.877.644.6771.

We will not make a disbursement to any vendor unless we have received and authorized a Request to Proceed. We recommend that you meet with your Project Manager to discuss the Request to Proceed, disbursement process, and your respective responsibilities.

If you have questions contact your Program Representative, Donna Kirkbride, at 614/644-1942. Please reference your project number when calling or writing to us in order to expedite service.

Respectfully,

Michael Miller
Director

Enclosures (5)

**Ohio Public Works Commission
Loan Guidance
CD22P
Harshman Road Improvement Project-Phase II**

Notification of Disbursement Method Form

Pursuant to the Project Agreement executed for this loan, there are two methods by which funds can be disbursed. The first method is for the Ohio Public Works Commission (OPWC) to pay vendors directly. The second method is for the Commission to reimburse the subdivision after project costs have been incurred and paid by the subdivision. For loans only, the OPWC needs to be formally notified in advance as to which method the subdivision plans to utilize. Please refer to the enclosure entitled "Notification of Disbursement Method" and the accompanying "Instructions for Declaring Official Intent". In deciding which method to use please consider the following:

- Discuss your disbursement options and preferences with your Project Manager, Mitchell Miller, prior to making a selection.
- Passing a Resolution of Intent for the entire loan amount doesn't do you any harm and can actually be beneficial in the event the Commission needs to reimburse the subdivision in the event of an overpayment.
- At any point during the life of the project you can always have the OPWC pay contractors directly even if you have passed a Resolution.
- If you need to pass a Resolution, we encourage subdivisions to do so as early as possible. At a minimum, a Resolution must be adopted no later than 60 days after the date of construction related project costs for which the subdivision will seek reimbursement from us.

Promissory Note

The Promissory Note is Appendix C-2 of the Project Agreement. The Chief Financial Officer is required to sign the Promissory Note and return it with the fully executed Project Agreement to us. As noted in the letter contained with this information, your Chief Executive Officer has been mailed the Project Agreement for signature. Please do not remove the staple from the Agreement.

Amortization Schedule

An initial amortization schedule is enclosed. It was prepared using your estimated completion date in the Project Agreement and the full loan amount. It should be considered a preliminary glance at the anticipated loan payments and due dates for this loan. Please retain this schedule until the project is completed and the loan is put into billing. At that time, a revised amortization schedule will be provided to you.

Billing

- All invoices are mailed by the Commission on a semiannual basis 45 days prior to the due date. Payments are due on the last business day in January and on July 1st of each year.
- The loan may be paid in full at any time; however, the OPWC does not accept loan payments over the invoiced amount if the loan is not being paid in full.
- We do not accept electronic funds transfers or lock box deposits.

Questions

Call Abbey DeHart, Loan Officer, at 614.728.2466 or e-mail her at abbey.dehart@pwc.state.oh.us. Additional information is located on the loan page of our web site at <http://www.pwc.state.oh.us>.

Ohio Public Works Commission
Instructions for Declaring Official Intent for Loan Projects

Due to tax regulations issued by the Internal Revenue Service, the Ohio Public Works Commission (OPWC) must follow guidelines relating to the disbursement of funds to local subdivisions who have received a loan. These regulations apply only when the OPWC is reimbursing the local subdivision for paid construction-related project costs already incurred, including in-kind and force account work.

If the local government does not plan to seek reimbursement from the OPWC for project costs, i.e., the Commission will pay all contractors directly, these regulations do not affect you. If you are not seeking reimbursement, you only need to return the enclosed "Notification of Disbursement Method" to us indicating this choice. NOTE: If you elect to change your selection you must resubmit the form with an adopted Declaration of Official Intent as described below. You may only resubmit if you are within 60 days of the start of construction (see item 2. below).

If the local government plans to seek reimbursement from the Commission for any project construction costs, a "Declaration of Official Intent" (i.e. Resolution) must be adopted. Enclosed is a sample Resolution. If you intend to seek reimbursement, you must return the enclosed "Notification of Disbursement Method" indicating this choice AND your passed Resolution to our office.

The Resolution will allow the OPWC and local subdivision to comply with the federal regulations which pertain to the proceeds of tax exempt debt, the funding source for your loan. The "Official Intent" means that at the time the local subdivision makes a payment for construction-related project costs from its own funds, the local subdivision intends to seek reimbursement for those costs from us. Prior to passing the Resolution please keep the following in mind:

1. A Declaration of Official Intent is required only if the local subdivision is planning to seek reimbursement from the Commission for project costs already incurred and paid for by the local subdivision. Payments by the OPWC for in-kind and force account work is considered a reimbursement. If the local subdivision plans to have the OPWC pay contractors directly, check the "will NOT seek reimbursement" box on the Notification of Disbursement Method form and return the form to the OPWC prior to starting work on the project.
2. If seeking reimbursement, the Declaration must be adopted not later than 60 days after the date of construction-related project costs for which the local subdivision will seek reimbursement.
3. Preliminary Expenditures including engineering, survey, soil testing and similar costs are not subject to the Resolution requirement.
4. Reimbursement by the OPWC must occur within 18 months after the latter of (A) the date the project costs are paid by the local subdivision; or (B) the date the project is placed in service or abandoned, but in no event more than 3 years after the project costs are paid by the local subdivision.
5. Not following these procedures may prevent the OPWC from disbursing funds for your project.
6. Complete the italicized sections on the Sample Resolution. A fillable pdf version is available on our web site at <http://www.pwc.state.oh.us/> Note that Section 2 requires the estimated maximum amount you expect to receive from the OPWC in the form of a reimbursement. If you think your disbursement process will be a mixture of reimbursements to the subdivision and payments directly to contractors, then pass the Resolution for the entire loan amount. You are then covered regardless of the mix of reimbursements and direct payments during the life of the project.



The Ohio Public Works Commission

Michael Miller, Director

Notification of Disbursement Method

City of Riverside
CD22P
Harshman Road Improvement Project-Phase II
\$200,000

Please select the appropriate box below, sign, and return this form to the Commission. You may return the form by either faxing it to 614.466.4664 OR by mail to:

Ohio Public Works Commission
Attn: Abbey DeHart, Loan Officer
65 East State Street, Suite 312
Columbus, Ohio 43215

- ❖ Please return only one copy of this form.
- ❖ The OPWC does not require original signatures for this form.
- ❖ If seeking reimbursement, then include your Declaration of Official Intent.

CHECK ONE OF THE FOLLOWING:

- City of Riverside **will not seek reimbursement** for project costs related to the referenced project. All requests for disbursements will be for the Commission to pay the vendor directly. In-kind and force account work will be a credit toward the local share.
- City of Riverside **may need to seek reimbursement** for the referenced project. Check applicable item below pertaining to Declaration of Official Intent.
 - A Declaration of Official Intent will be adopted by this government. A copy will be provided to the Commission when passed and prior to seeking reimbursement for project-related costs.
 - A Declaration of Official Intent has been passed and is enclosed with this form.

Bryan Chodkowski, City Manager

Date

SAMPLE RESOLUTION

A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE (INSERT NAME OF SUBDIVISION) ON BEHALF OF THE STATE OF OHIO (THE BORROWER) TO REIMBURSE ITS (INSERT NAME OF FUND) FOR THE (INSERT PROJECT NAME), (INSERT LOAN PROJECT NUMBER) WITH THE PROCEEDS OF TAX EXEMPT DEBT OF THE STATE OF OHIO.

BE IT RESOLVED by the (INSERT NAME OF SUBDIVISION) on behalf of the State of Ohio that:

- Section 1. The (INSERT NAME OF SUBDIVISION) reasonably expects to receive a reimbursement for the project named (INSERT PROJECT NAME) as set forth in Appendix A of the Project Agreement with the proceeds of bonds to be issued by the State of Ohio.
- Section 2. The maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$(INSERT AMOUNT ACCORDING TO INSTRUCTIONS, ITEM #6).
- Section 3. The Clerk of the (INSERT NAME OF SUBDIVISION) is hereby directed to file a copy of this Resolution with the (INSERT NAME OF SUBDIVISION) for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission.
- Section 4. The (INSERT NAME OF SUBDIVISION) finds and determines that all formal actions of this (INSERT TYPE OF LOCAL SUBDIVISION, E.G. CITY, COUNTY, TOWNSHIP) concerning and relating to the adoption of this Resolution were taken in an open meeting of the (INSERT NAME OF SUBDIVISION) and that all deliberations of this (INSERT TYPE OF LOCAL SUBDIVISION) and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.
- Section 5. This Resolution shall be in full force and effect from and immediately upon its adoption.

Upon roll call on the adoption of the resolution, the vote was as follows:

Resolution adopted: _____, 20____

The foregoing is a true and correct excerpt from the minutes of the meeting on _____, 20 of the (INSERT NAME OF SUBDIVISION) of (INSERT NAME OF COUNTY) showing the adoption of the resolution hereinabove set forth.

Clerk, _____



The Ohio Public Works Commission

<i>Director</i>	Michael Miller	<i>Commission Chair</i>	Janine Conrad
<i>Commissioners</i>	Michael Keenan Alan Ross	Lonnie Miles Tom Waniewski	William Morgan Dave Wondolowski

July 1, 2012

Mitchell Miller
Director of Public Services
City of Riverside
1791 Harshman Road
Riverside, OH 45424

Project No.: CD21P/CD22P
Project Name: Harshman Road Improvement Project-Phase II

Dear Mr. Millerch:

City of Riverside's request for financial assistance has been approved for the project listed above in the amount of \$980,000. The project's Chief Executive Officer, Bryan Chodkowski, has been mailed the Agreement for review, execution and return to our office. You may view the Agreement on our web site at <http://www.pwc.state.oh.us/>.

As the Project Manager designated in the Project Agreement, your role in carrying out the project is important. The following information is available on our web site on the Project Managers page (Project Tab) to assist you.

- OPWC and Equal Employment Opportunity - Details on how to comply with the State's EEO requirements.
- OPWC In-Kind Contributions Allowable Costs - Information on how to document labor, equipment and materials.
- Instructions for the completion of Appendix E describe how to complete the Appendix E (disbursement form) that is attached to the Agreement. This three-page form must always contain original color-inked signatures of the three authorized authorities. If any of the authorities change we must be notified in writing. The disbursement process is also described in Section 6 of the Project Agreement entitled "Disbursements". Your local share of this project will be the percentage of actual costs approved by the Commission based on the Participation Percentages as defined in Section 1 of the Agreement.
- Request to Proceed form and instructions
- Program Advisories

For projects administered by the Ohio Department of Transportation (ODOT) there is a separate disbursement relationship between the Commission and ODOT. Our office provides ODOT with the Project Agreement which ODOT uses as a "letter of credit" in place of the local subdivision's actual cash payment or "escrow deposit". If your subdivision has already deposited funds to an escrow account with ODOT, they will refund the amount of funds offset by the Commission to the local subdivision.

Mr. Millerch
Page 2
July 1, 2012

To facilitate timely payments for this project your vendors are encouraged to enroll in the Ohio Shared Services' EFT Program. This program can reduce processing time by 2-3 business days in that disbursements are completed electronically to your vendor's bank account. The vendor may apply for EFT through our web site's CFO Page (referenced above) which provides the link to Ohio Shared Services. Questions should be directed to them at 1.877.644.6771.

We will not make a disbursement to any vendor unless we have received and authorized a Request to Proceed. We recommend that you meet with the Chief Financial Officer to discuss the Request to Proceed, disbursement process including the disbursement method (Notification of Disbursement Resolution), and your respective responsibilities.

If you have questions contact your Program Representative, Donna Kirkbride, at 614/644-1942. Please reference your project number when calling or writing to us in order to expedite service.

Respectfully,

Michael Miller
Director



The Ohio Public Works Commission

<i>Director</i>	Michael Miller	<i>Commission Chair</i>	Janine Conrad
<i>Commissioners</i>	Michael Keenan Alan Ross	Lonnie Miles Tom Waniewski	William Morgan Dave Wondolowski

Bryan Chodkowski
City Manager
City of Riverside
1791 Harshman Road
Riverside, OH 45424

Re: Project Number CD21P/CD22P

Dear Mr. Chodkowski:

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- A. An Agreement will be released by the Commission on July 1, 2012, assuming budget authority is in place.
- B. You must not award a construction contract or begin construction until our Agreement has been fully executed and returned.
- C. You must not begin construction until you have forwarded a Request to Proceed for the contractor and received a Notice to Proceed in return.
- D. You may initiate at your own risk engineering and design services.
- E. You may advertise for bids providing: 1) you follow the contractual requirements as posted on our web site at <http://www.pwc.state.oh.us/>, and 2) you meet conditions B & C above.

The Project Manager, Mitchell Miller, as named in your application will receive a separate mailing detailing other program requirements, including Equal Employment Opportunity, prevailing wage rates, reporting in-kind contributions, and Requests to Proceed. This information is also provided on our web site noted above. Your Chief Fiscal Officer will also receive a mailing pertaining to project financial information.

If you have questions please contact your Program Representative, Donna Kirkbride, at 614/644-1942.

Respectfully,

Michael Miller
Director

cc: Mitchell Miller, Robert Gillian



The Ohio Public Works Commission

<i>Director</i>	Michael Miller	<i>Commission Chair</i>	Janine Conrad
<i>Commissioners</i>	Michael Keenan Alan Ross	Lonnie Miles Tom Waniewski	William Morgan Dave Wondolowski

COPY of CEO Letter

Mitchell Miller
Director of Public Services
City of Riverside
1791 Harshman Road
Riverside, OH 45424

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Respectfully,

Michael Miller
Director

cc: Mitchell Miller, Robert Gillian



The Ohio Public Works Commission

<i>Director</i>	Michael Miller	<i>Commission Chair</i>	Janine Conrad
<i>Commissioners</i>	Michael Keenan Alan Ross	Lonnie Miles Tom Waniewski	William Morgan Dave Wondolowski

COPY of CEO Letter

Robert Gillian
Director of Finance
City of Riverside
1791 Harshman Road
Riverside, OH 45424

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Respectfully,

Michael Miller
Director

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