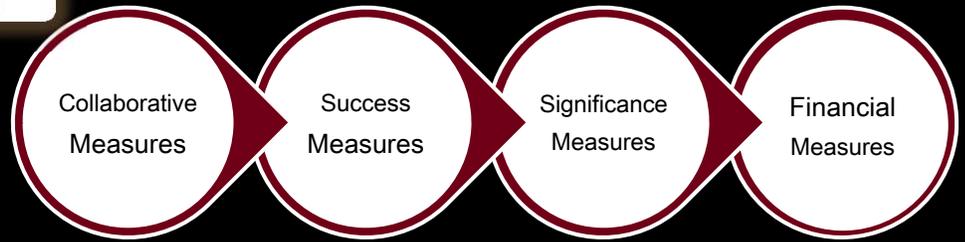




Ohio
Local Government
 Innovation Fund



Round 6: Application Form

Step One: Fill out this Application Form in its entirety.

Step Two: Fill out the online submission form and submit your application materials. All supplemental application materials should be combined into one file for submission.

LGIF: Applicant Profile

Lead Agency	
Project Name	
Type of Request	
Request Amount	
JobsOhio Region	
Number of Collaborative Partners (including lead agency)	
Project Type	
Project Approach	



**Development
 Services Agency**

Website: http://development.ohio.gov/cs/cs_localgovfund.htm

E-mail: LGIF@development.ohio.gov

Phone: 614 | 995 2292

Lead Applicant		Round 6	
Project Name		Type of Request	

Instructions

- Make sure to answer each question appropriately in the space provided, not exceeding the space allowed by the answer box.
- Examples of completed applications are available on the LGIF website, found here:
http://development.ohio.gov/cs/cs_localgovfund.htm

Lead Agency			
Mailing Address:	Agency Name:		
	Street Address:		
	City:		
	Zip:		
In what county is the lead agency located?			
<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Ohio House District:</td> <td style="width: 50%;">Ohio Senate District:</td> </tr> </table>		Ohio House District:	Ohio Senate District:
Ohio House District:	Ohio Senate District:		

Project Contact	
Please provide information about the individual who should be contacted regarding this application.	
Mailing Address:	Name:
	Street Address:
	City:
	Zip:
Email Address:	Phone Number:

Fiscal Agency:	
Please provide information for the entity and individual serving as the fiscal agent for the project.	
Mailing Address:	Fiscal Agency:
	Fiscal Officer:
	Street Address:
	City:
	Zip:

Population		
Does the applicant (or collaborative partner) represent a city, township or village with a population of fewer than 20,000 residents?	Yes	No
	List Entity	
Does the applicant (or collaborative partner) represent a county with a population of fewer than 235,000?	Yes	No
	List Entity	

Single Applicant		
Is your organization applying as a single entity?	Yes	No

Lead Applicant		Round 6	
Project Name		Type of Request	

Collaborative Partners

Does the proposal include collaborative partners?	Yes	No
---	-----	----

Applicants applying with collaborative partners are required to show proof of the partnership with a signed partnership agreement and a resolution of support from each of the partner's governing entities. If the collaborative partner does not have a governing entity, a letter of support from the partnering organization is sufficient. These documents must be received by the end of the cure period in order for each entity to count as a collaborative partner for the purposes of this application.

Nature of the Partnership

As agreed upon in the signed partnership agreement, please identify the nature of the partnership with an explanation of how the lead agency and collaborative partners will work together on the proposed project.

Section 2
Collaborative Partners

Lead Applicant		Round 6
		Type of Request

List of Partners

Please use the following space to list each collaborative partner who is participating in the project and is providing BOTH a resolution of support for the Local Government Innovation Fund application and has signed the partnership agreement.

Collaborative Partner # 1	
Mailing Address:	Name:
	Street Address:
	City:
	Zip:

Collaborative Partner # 2	
Mailing Address:	Name:
	Street Address:
	City:
	Zip:

Collaborative Partner # 3	
Mailing Address:	Name:
	Street Address:
	City:
	Zip:

Collaborative Partner # 4	
Mailing Address:	Name:
	Street Address:
	City:
	Zip:

Collaborative Partner # 5	
Mailing Address:	Name:
	Street Address:
	City:
	Zip:

Collaborative Partner # 6	
Mailing Address:	Name:
	Street Address:
	City:
	Zip:

Section 2 Collaborative Partners

Lead Applicant		Round 6	
Project Name		Type of Request	

Collaborative Partner # 7	
Mailing Address:	Name:
	Street Address:
	City:
	Zip:

Collaborative Partner # 8	
Mailing Address:	Name:
	Street Address:
	City:
	Zip:

Collaborative Partner # 9	
Mailing Address:	Name:
	Street Address:
	City:
	Zip:

Collaborative Partner # 10	
Mailing Address:	Name:
	Street Address:
	City:
	Zip:

Collaborative Partner # 11	
Mailing Address:	Name:
	Street Address:
	City:
	Zip:

Collaborative Partner # 12	
Mailing Address:	Name:
	Street Address:
	City:
	Zip:

Collaborative Partner # 13	
Mailing Address:	Name:
	Street Address:
	City:
	Zip:

Section 2 Collaborative Partners

Lead Applicant		Round 6	
Project Name		Type of Request	

Project Information

Provide a general description of the project, including a description of the final work product derived from the grant study or loan implementation project. This information may be used for council briefings, program and marketing materials.

Section 3

Project Information

Lead Applicant		Round 6	
Project Name		Type of Request	

Project Information		
Has this project been submitted for consideration in previous LGIF rounds?	Yes	No
If yes, in which round(s)?		
What was the project name?		
What entity was the lead applicant?		

Past Success		
Provide a summary of past efforts to implement a project to improve efficiency, implement shared services, coproduction or a merger (5 points).		
Applicant demonstrates Past Success	Yes	No

Section 3

Project Information

Scalable		
Provide a summary of how the applicant's proposal can be scaled for the inclusion of other entities (5 points).		
Applicant demonstrates a Scalable project	Yes	No

Lead Applicant		Round 6	
Project Name		Type of Request	

Replicable		
Provide a summary of how the applicant's proposal can be replicated by other entities. A replicable project should include a component that another entity could use as a tool to implement a similar project (5 points).		
Applicant demonstrates a Replicable project	Yes	No

Section 3
Project Information

Probability of Success		
Provide a summary of the likelihood of the grant study recommendations being implemented. Applicants requesting an implementation loan should provide a summary of the probability of savings from the loan request (5 points).		
Applicant demonstrates Probability of Success	Yes	No

Lead Applicant		Round 6	
Project Name		Type of Request	

Performance Audit/Cost Benchmarking		
<p>If the project is the result of recommendations from a prior performance audit provided by the Auditor of State under Chapter 117 of the Ohio Revised Code, or is informed by a previous cost benchmarking study, please attach a copy with the supporting documents. In the section below, provide a summary of the performance audit findings or cost benchmarking study results (5 points).</p>		
Prior Performance Audit or Cost Benchmarking	Yes	No

Section 3
Project Information

Economic Impact		
<p>Provide a summary of how the proposal will promote a business environment through a private sector partner (5 points) and/or provide for community attraction (3 points).</p>		
Applicant demonstrates Economic Impact	Yes	No

Lead Applicant		
		Type of Request

Response to Economic Demand		
Provide a summary of how the project responds to substantial changes in economic demand for local or regional government services. The narrative should include a description of the current and future expected service level needs (5 points).		
Applicant demonstrates Response to Economic Demand	Yes	No

Section 3
Project Information

Budget Information

General Instructions

- Both the Project Budget and Program Budgets are required to be filled out in this form.
- Consolidate budget information to fit in the form. Additional budget details may be provided in the budget narrative.

Project Budget:

- The Project Budget should detail expenses related to the grant or loan project.
- The Project Budget justification must be explained in the Project Budget Narrative section of the application. This section is also used to explain the reasoning behind any items on the budget that are not self explanatory, and provide additional detail about project expenses.
- The Project Budget should be for the period that covers the entire project. The look-back period for in-kind contributions is two years. These contributions are considered a part of the total project costs.
- For the Project Budget, indicate which entity and revenue source will be used to fund each expense. This information will be used to help determine eligible project expenses.
- Total Sources must equal Total Uses. Include staff time and other in-kind matches in the Total Uses section of the budget.

Program Budget

- Use the Program Budget to outline the costs associated with the implementation of the program in your community.
- Six years of Program Budgets should be provided. The standard submission should include three years previous budgets (actual) and three years of projections including implementation of the proposed project. A second set of three years of projections (one set including implementation of this program and one set where no shared services occurred) may be provided in lieu of three years previous if this does not apply to the proposed project.
- Please use the Program Budget Narrative section to explain changes in expenses and revenues, and to defend the budget projections. If the budget requires the combining of costs on the budget template, please explain this in the narrative.

Return on Investment:

- A Return on Investment (ROI) calculation is required, and should reference cost savings, cost avoidance and/or increased revenues indicated in Program Budget sections of the application. The ROI should be calculated over a three-year period. Use the space designated for narrative to justify this calculation, using references when appropriate.

For Loan Applications only:

- Using the space provided, outline a loan repayment structure.
- Attach three years of prior financial documents related to the financial health of the lead applicant (balance sheet, income statement and a statement of cash flows).

Lead Applicant		Round 6	
Project Name		Type of Request	

Project Budget

Use this space to outline all sources of funds and the uses of those funds. Both sections should include all funds related to the project, including in-kind match contributions. Use the project budget narrative on the next page to justify the project budget. Indicate the line items for which the grant will be used.

Sources of Funds

LGIF Request:

Cash Match (List Sources Below):

Source:	<input type="text"/>

In-Kind Match (List Sources Below):

Source:	<input type="text"/>
Source:	<input type="text"/>
Source:	<input type="text"/>

Total Match:

Total Sources:

Uses of Funds

	Amount	Revenue Source
Consultant Fees:	<input type="text"/>	<input type="text"/>
Legal Fees:	<input type="text"/>	<input type="text"/>
Other: _____	<input type="text"/>	<input type="text"/>
Other: _____	<input type="text"/>	<input type="text"/>
Other: _____	<input type="text"/>	<input type="text"/>
Other: _____	<input type="text"/>	<input type="text"/>
Other: _____	<input type="text"/>	<input type="text"/>
Other: _____	<input type="text"/>	<input type="text"/>
Other: _____	<input type="text"/>	<input type="text"/>

Total Uses:

Local Match Percentage:

* Please note that this match percentage will be included in your grant/loan agreement and cannot be changed after awards are made.

Local Match Percentage = (Match Amount/Project Cost) * 100 (10% match required)
 10-39.99% (1 point) 40-69.99% (3 points) 70% or greater (5 points)

Section 4
Financial Information

Lead Applicant		Round 6	
Project Name		Type of Request	

Project Budget Narrative: Use this space to justify any expenses that are not self-explanatory.

Section 4
Financial Information

Lead Applicant		Round 6	
Project Name		Type of Request	

Program Budget

Actual ___ Projected ___	FY _____	FY _____	FY _____
Expenses	Total Program Expenses	Total Program Expenses	Total Program Expenses
Salary and Benefits			
Contract Services			
Occupancy (rent, utilities, maintenance)			
Training & Professional Development			
Insurance			
Travel			
Capital & Equipment Expenses			
Supplies, Printing, Copying & Postage			
Evaluation			
Marketing			
Conferences, meetings, etc.			
Administration			
*Other - _____			
*Other - _____			
*Other - _____			
TOTAL EXPENSES			
	Revenues	Revenues	Revenues
Contributions, Gifts, Grants, & Earned Revenue			
<i>Local Government:</i> _____			
<i>Local Government:</i> _____			
<i>Local Government:</i> _____			
<i>State Government</i>			
<i>Federal Government</i>			
*Other - _____			
*Other - _____			
*Other - _____			
<i>Membership Income</i>			
<i>Program Service Fees</i>			
<i>Investment Income</i>			
TOTAL REVENUES			

Lead Applicant		Round 6	
Project Name		Type of Request	

Program Budget

Actual ___ Projected ___	FY _____	FY _____	FY _____
Expenses	Total Program Expenses	Total Program Expenses	Total Program Expenses
Salary and Benefits			
Contract Services			
Occupancy (rent, utilities, maintenance)			
Training & Professional Development			
Insurance			
Travel			
Capital & Equipment Expenses			
Supplies, Printing, Copying & Postage			
Evaluation			
Marketing			
Conferences, meetings, etc.			
Administration			
*Other - _____			
*Other - _____			
*Other - _____			
TOTAL EXPENSES			
Revenues	Revenues	Revenues	Revenues
Contributions, Gifts, Grants, & Earned Revenue			
<i>Local Government:</i> _____			
<i>Local Government:</i> _____			
<i>Local Government:</i> _____			
<i>State Government</i>			
<i>Federal Government</i>			
*Other - _____			
*Other - _____			
*Other - _____			
<i>Membership Income</i>			
<i>Program Service Fees</i>			
<i>Investment Income</i>			
TOTAL REVENUES			

Lead Applicant		Round 5
Project Name		Type of Request

Program Budget

Use this space to justify your program budget and/or explain any assumptions used for the budget projections. These projections should be based on research, case studies or industry standards and include a thoughtful justification.

Section 4: Financial Information Scoring

(5 points) Applicant provided complete and accurate budget information and narrative justification for a total of six fiscal years.

(3 points) Applicant provided complete and accurate budget information for at least three fiscal years.

(1 point) Applicant provided complete and accurate budget information for less than three fiscal years.

Lead Applicant		Round 6	
Project Name		Type of Request	

Return On Investment

Return on Investment (ROI) is a performance measure used to evaluate the efficiency of an investment. To derive the expected ROI, divide the net gains of the project by the net costs (for a three-year period). For these calculations, please use the implementation gains and costs, NOT the project costs (the cost of the feasibility, planning or management study)--unless the results of this study will lead to direct savings without additional implementation costs.

Return on Investment Formulas:

Consider the following questions when determining the appropriate ROI formula for your project. Check the box of the formula that you are using to determine your ROI. These numbers should refer to savings/revenues illustrated in projected program budgets, and should reflect a three-year period.

Do you expect cost savings from efficiency from your project?

Use this formula:
$$\frac{\text{Total \$ Saved}}{\text{Total Program Costs}} * 100 = \text{ROI}$$

Do you expect cost avoidance from the implementation of your project/program?

Use this formula:
$$\frac{\text{Total Cost Avoided}}{\text{Total Program Costs}} * 100 = \text{ROI}$$

Do you expect increased revenues as a result of your project/program?

Use this formula:
$$\frac{\text{Total New Revenue}}{\text{Total Program Costs}} * 100 = \text{ROI}$$

Do you expect some combination of savings, cost avoidance or increased revenue as a result of your project/program? (Total Gains combines \$ Saved, Costs Avoided and New Revenue)

Use this formula:
$$\frac{\text{Total Gains}}{\text{Total Program Costs}} * 100 = \text{ROI}$$

Expected Return on Investment = _____ * 100 =

Expected Return on Investment is:

Less than 25% (5 points)	25%-75% (10 points)	Greater than 75% (15 points)
--------------------------	---------------------	------------------------------

Questions about how to calculate ROI? Please contact the Office of Redevelopment at 614-995-2292 or lgif@development.ohio.gov

Section 4
Financial Information

Lead Applicant		Round 6	

Return on Investment Justification Narrative: In the space below, describe the nature of the expected return on investment, providing justification for the numbers presented in the ROI calculation. This calculation should be based on the savings, cost avoidance or increased revenues shown in the program budgets on the preceding pages. Use references when appropriate to justify assumptions used for cost projections.

Section 4
Financial Information

Lead Applicant		Round 6	
Project Name		Type of Request	

Magnitude of Project

If the project has an expected ROI of 74.99 percent or less, complete the following calculation. Projects with a Magnitude Factor of 50 or above score (5 points.)

$$\frac{\text{ROI}\%}{1000} \times \text{Savings Amt} = \text{Magnitude Factor}$$

Project has a Magnitude Factor of 50 or above Yes No

Cost Savings

This project will decrease specific line items in the existing budget. The specific line items should be evidenced by an expected decrease in specific line items for the next three years. In the space below please list the specific line item in the Program Budget section and the total dollar amount saved in the next three years (5 points).

Applicant demonstrates Cost Savings Yes No

Core Services

Does the project affect core services in your community? Explain how this project meets the basic needs of your community by providing services for which the lead applicant is primarily responsible (5 points).

Project affects Core Services of the Lead Applicant Yes No

Section 4
Financial Information

Lead Applicant		Round 6	
Project Name		Type of Request	

Loan Repayment Structure

Please outline your preferred loan repayment structure. At a minimum, please include the following: the entities responsible for repayment of the loan, all parties responsible for providing match amounts and an alternative funding source (in lieu of collateral). Applicants will have two years to complete their project upon execution of the loan agreement, and the repayment period will begin upon the final disbursement of the loan funds. A description of expected savings over the term of the loan may be used as a repayment source.

Section 4
Financial Information

Applicant demonstrates a viable repayment source to support loan award. Secondary source can be in the form of a debt reserve, bank participation, a guarantee from a local entity or other collateral (i.e. emergency, rainy day or contingency fund, etc).

Applicant clearly demonstrates a secondary repayment source (5 points)	Applicant does not have a secondary repayment source (0 points)
--	---

Lead Applicant		Round 5	
Project Name		Type of Request	

Scoring Overview

Section 1: Collaborative Measures

Collaborative Measures	Description	Max Points		Self Score
Population	Applicant's population (or the population of the area(s) served) falls within one of the listed categories as determined by the U.S. Census Bureau. Population scoring will be determined by the smallest population listed in the application. Applications from (or collaborating with) small communities are preferred.	5		
Participating Entities	Applicant has executed partnership agreements outlining all collaborative partners and participation agreements and has resolutions of support.	5		

Section 2: Success Measures

Past Success	Applicant has successfully implemented, or is following project guidance from a shared services model, for an efficiency, shared service, coproduction or merger project in the past.	5		
Scalable	Applicant's proposal can be scaled for the inclusion of other entities.	5		
Replicable	Applicant's proposal can be replicated by other local governments.	5		
Probability of Success	Applicant provides a documented need for the project and clearly outlines the likelihood of the need being met.	5		

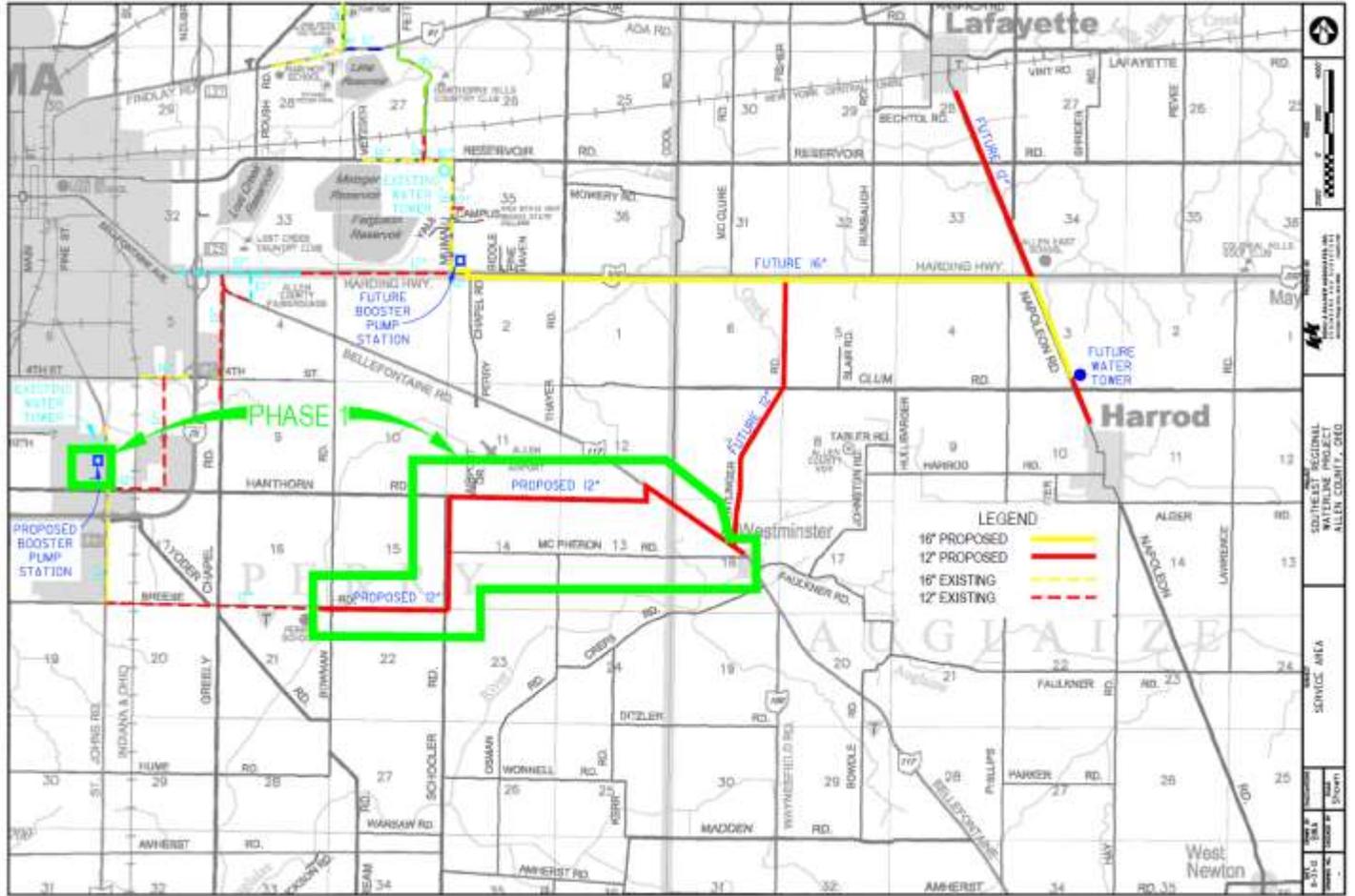
Section 3: Significance Measures

Performance Audit Implementation/Cost Benchmarking	The project implements a single recommendation from a performance audit provided by the Auditor of State under Chapter 117 of the Ohio Revised Code or is informed by cost benchmarking.	5		
Economic Impact	Applicant demonstrates the project will promote a business environment and will provide for community attraction.	5		
Response to Economic Demand	The project responds to current substantial changes in economic demand for local or regional government services.	5		

Section 4: Financial Measures

Financial Information	Applicant includes financial information (i.e., service related operating budgets) for the most recent three years and the three-year period following the project.	5		
Local Match	Percentage of local matching funds being contributed to the project. This may include in-kind contributions.	5		
Expected Return	Applicant demonstrates as a percentage of savings (i.e., actual savings, increased revenue or cost avoidance) an expected return. The return must be derived from the applicant's cost basis.	15		
Magnitude Factor	Applicant demonstrates a magnitude factor of 50 or above, based on the return on investment percentage and the amount of project gains estimated in the ROI calculation.	5		
Cost Savings	Applicant demonstrates specific line items in the current budget that will decrease as a result of this project.	5		
Core Services	Applicant demonstrates that the project affects core services provided in their community.	5		
Repayment Structure (Loan Only)	Applicant demonstrates a viable repayment source to support loan award.	5		

Total Points				
---------------------	--	--	--	--



Scale: 1" = 100'

North Arrow

Project: SOUTHEAST REGIONAL WATERLINE PROJECT

Sheet: ALLEN SOUTH PT. 2/10

Service Area

Scale: 1" = 100'

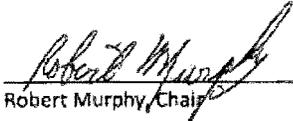
North Arrow

ALLEN WATER DISTRICT

PARTNERSHIP AGREEMENT

Allen Water District, Board of County Commissioners, Allen County Regional Airport Authority, Auglaize Township, Perry Township, Lima-Allen County Regional Planning Commission, Rudolph Foods Company, Inc., City of Lima, and Perry Local School District

Whereas, Ohio Revised Code Section 6119.09 provides for the Allen Water District Board of Trustees to cooperate collaboratively as a political subdivision to plan and design a water resource project and shall enter into such agreements for the purpose of supplying water services to users within the unincorporated area of the Allen County. This agreement is made this 26th day of September 2012, between the Allen Water District, Board of Commissioners, Allen County Regional Airport Authority, Perry Township, Auglaize Township, Lima-Allen County Regional Planning Commission, Rudolph Foods Company, Inc., City of Lima, and Perry Local School District for the purpose to complete planning and design for the Southeast Regional Waterline Improvement Area and implement strategies to increase efficiencies, improve, combine, or expand services, and identify services and products that can be offered to other local governments that will benefit all the parties.


Robert Murphy, Chair 9-20-12
date

Board of County Commissioners
Allen County, Ohio
October 17, 2012 Res. #635-12

RE: BOARD OF ALLEN COUNTY COMMISSIONERS, ALLEN COUNTY, OHIO APPROVES THE PARTICIPATION OF THE COUNTY AS A COLLABORATIVE PARTNER WITH THE ALLEN WATER DISTRICT, ALLEN COUNTY REGIONAL AIRPORT AUTHORITY, AUGLAIZE TOWNSHIP, PERRY TOWNSHIP, LIMA-ALLEN COUNTY REGIONAL PLANNING COMMISSION, RUDOLPH FOODS COMPANY, INC., CITY OF LIMA AND PERRY LOCAL SCHOOL DISTRICT IN MAKING APPLICATION TO THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT, TO PARTICIPATE IN THE LOCAL GOVERNMENT INNOVATION FUND PROGRAM AND ENTER INTO A COLLABORATIVE AGREEMENT.

The Board of County Commissioners, Allen County, Ohio met in regular session on the 16th day of October, 2012 with the following members present: Greg Sneary, W. Dan Reiff and Sam Bassitt

Commissioner Sneary moved for the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments for projects that promote efficiency, shared services, coproduction, and mergers among local governments; and

WHEREAS, the Board of County Commissioners desires to participate as a collaborative partner to receive financial assistance under the Ohio Department of Development Local Government Innovation Fund Program; to conduct a General Water Plan for the Southeast Regional Waterline Improvement Area and Design Plans for Phase I of said project area; and

WHEREAS, the Board of County Commissioners, Allen County, Ohio has the authority to apply for financial assistance and/or participate as a collaborative partner through the Local Government Innovation Fund Program; and

WHEREAS, the Board of County Commissioners, Allen County, Ohio understands and acknowledges the Allen Water District will serve as the primary or lead applicant for the project application with the Allen County Regional Airport Authority, Auglaize Township, Perry Township, Lima-Allen County Regional Planning Commission, Rudolph Foods Company, Inc, City of Lima, Perry Local School District and other parties participating in the project planning and funding; now therefore

BE IT RESOLVED by the Board of County Commissioners, Allen County, Ohio, that:

Section 1. The Board of County Commissioners, Allen County, Ohio authorizes the participation and support as a collaborative party in the State of Ohio, Department of Development, Local Government Innovation Fund Program, and provide all information and documentation required in said Application for submission.

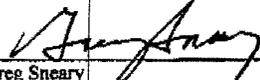
Section 2. The Board of County Commissioners, Allen County, Ohio hereby approves the participation with the other collaborative parties for the filing of an application for financial assistance under the Ohio Local Government Innovation Fund Program and enters into a Collaborative Agreement (attached herein).

Section 3. The Board of County Commissioners, Allen County, Ohio hereby understands and agrees participation in the program as a collaborative party, which will require compliance with program guidelines and assurances.

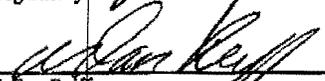
Commissioner Bassitt seconded the motion and upon the roll being called, the vote resulted as follows: Commissioner Sneary, Yes; Commissioner Reiff, Yes; Commissioner Bassitt, Yes.

Adopted this 16th
day of October, 2012

**BOARD OF COUNTY COMMISSIONERS
ALLEN COUNTY, OHIO**



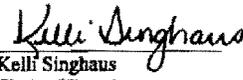
Greg Sneary



W. Dan Reiff



Sam Bassitt



Kelli Singhaus
Clerk of Board

ALLEN COUNTY REGIONAL AIRPORT

PARTNERSHIP AGREEMENT

Allen Water District, Board of County Commissioners, Allen County Regional Airport Authority, Auglaize Township, Perry Township, Lima-Allen County Regional Planning Commission, Rudolph Foods Company, Inc., City of Lima, and Perry Local School District

Whereas, Ohio Revised Code Section 713.02 provides for the Lima-Allen County Regional Planning Commission to cooperate collaboratively as a political subdivision to plan and design a water resource project and shall enter into such agreements for the purpose of supplying water services to users within the unincorporated area of the Allen County. This agreement is made this 11th day of October 2012, between the Allen Water District, Board of Commissioners, Allen County Regional Airport Authority, Perry Township, Auglaize Township, Lima-Allen County Regional Planning Commission, Rudolph Foods Company, Inc., City of Lima, and Perry Local School District for the purpose to complete planning and design for the Southeast Regional Waterline Improvement Area and implement strategies to increase efficiencies, improve, combine, or expand services, and identify services and products that can be offered to other local governments that will benefit all the parties.


Jon Neuman, President
Allen County Regional Airport Authority

October 11, 2012
DATE

3230 North Cole Street, Lima, Ohio 45801, Phone 419-996-4679 Fax 419-229-3297



Allen County Regional Airport Authority
P.O. Box 1401 – Lima, Ohio 45802

Board Members

David E. Buetner
Kevin D. Meyer
Thomas M. Mazur
Jon L. Neuman
John D. Piate
Larry R. Webb

Cindy D. Pyles
Secretary-Treasurer

Allen County Regional Airport Authority

Resolution Number: 082912-03

A RESOLUTION APPROVING THE PARTICIPATION OF THE ALLEN COUNTY REGIONAL AIRPORT AUTHORITY AS A COLLABORATIVE PARTNER WITH THE ALLEN COUNTY REGIONAL AIRPORT AUTHORITY WATER DISTRICT IN MAKING APPLICATION TO THE STATE OF OHIO DEPARTMENT OF DEVELOPMENT TO PARTICIPATE IN THE LOCAL GOVERNMENT INNOVATION FUND PROGRAM

Voted on and Approved by the Board August 29, 2012


Board President

RE: BOARD OF TRUSTEES, AUGLAIZE TOWNSHIP, ALLEN COUNTY, OHIO APPROVING THE PARTICIPATION OF THE TOWNSHIP AS A COLLABORATIVE PARTNER WITH THE BOARD OF COUNTY COMMISSIONERS, ALLEN COUNTY, OHIO, ALLEN WATER DISTRICT, ALLEN COUNTY REGIONAL AIRPORT AUTHORITY, PERRY TOWNSHIP, LIMA-ALLEN COUNTY REGIONAL PLANNING COMMISSION, RUDOLPH FOODS COMPANY, INC., CITY OF LIMA IN MAKING APPLICATION TO THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT, TO PARTICIPATE IN THE LOCAL GOVERNMENT INNOVATION FUND PROGRAM AND ENTER INTO A COLLABORATIVE AGREEMENT.

The Board of Trustees, Auglaize Township, Allen County, Ohio met in regular session on the 15 day of October 2012 for consideration of the aforementioned:

Moved by Anita Fetter, Seconded by Kurt Winegardner

RESOLUTION

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments for projects that promote efficiency, shared services, coproduction, and mergers among local governments; and

WHEREAS, the Board of Trustees, Auglaize Township, Allen County, Ohio desires to participate as a collaborative partner to receive financial assistance under the Ohio Department of Development Local Government Innovation Fund Program; to conduct a General Water Plan for the Southeast Regional Waterline Improvement Area and Design Plans for the Phase I of said project area; and

WHEREAS, the Board of Trustees, Auglaize Township, Allen County, Ohio has the authority to apply for financial assistance and/or participate as a collaborative partner through the Local Government Innovation Fund Program; and

WHEREAS, the Board of Trustees, Auglaize Township, Allen County, Ohio understands and acknowledges the Allen Water District will serve as the primary or lead applicant for the project application with the Board of County Commissioners, Allen County, Ohio, Allen County Regional Airport Authority, Perry Township, Lima-Allen County Regional Planning Commission, Rudolph Foods Company, Inc, City of Lima and other parties participating in the project planning and funding;

BE IT RESOLVED by the Board of Trustees, Auglaize Township, Allen County, Ohio that:

Section 1. The Board of Trustees, Auglaize Township, Allen County, Ohio authorizes the participation and support as a collaborative party in the State of Ohio, Department of Development, Local Government Innovation Fund Program, and provide all information and documentation required in said Application for submission.

Section 2. The Board of Trustees, Auglaize Township, Allen County, Ohio hereby approves the participation with the other collaborative parties for the filing of an application for financial assistance under the Ohio Local Government Innovation Fund Program and enters into a Collaborative Agreement (attached herein).

Section 3. The Board of Trustees, Auglaize Township, Allen County, Ohio hereby understands and agrees participation in the program as a collaborative party will require compliance with program guidelines and assurances.

Adopted this _____ day of October, 2012

**BOARD OF TRUSTEES, AUGLAIZE TOWNSHIP
ALLEN COUNTY, OHIO**

Michael Stout
Mr. Michael Stout

Anita Fetter
Ms. Anita Fetter

Kurt Winegardner
Mr. Kurt Winegardner

PERRY TOWNSHIP

091812-02

PARTNERSHIP AGREEMENT

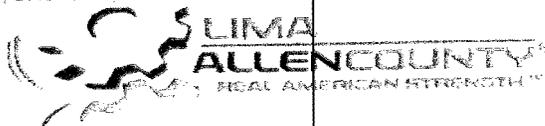
*Allen Water District, Board of County Commissioners, Allen County Regional Airport Authority,
Auglaize Township, Perry Township, Lima-Allen County Regional Planning Commission,
Rudolph Foods Company, Inc., City of Lima, and Perry Local School District*

Whereas, Ohio Revised Code Sections 505.263 and 6119.09 provides for the Perry Township Board of Trustees to cooperate collaboratively as a political subdivision to plan and design a water resource project and shall enter into such agreements for the purpose of supplying water services to users within the unincorporated area of the Allen County. This agreement is made this 18 day of September 2012, between the Allen Water District, Board of Commissioners, Allen County Regional Airport Authority, Perry Township, Auglaize Township, Lima-Allen County Regional Planning Commission, Rudolph Foods Company, Inc., City of Lima, and Perry Local School District for the purpose to complete planning and design for the Southeast Regional Waterline Improvement Area and implement strategies to increase efficiencies, improve, combine, or expand services, and identify services and products that can be offered to other local governments that will benefit all the parties.

Monroe Cope 9-18-12
Trustee Date

W. Kevin Cope 9-18-12
Trustee Date

Gregory J. Kesson 9-18-12
Trustee Date



RE: PERRY TOWNSHIP, ALLEN COUNTY, OHIO BOARD OF TRUSTEES APPROVING THE PARTICIPATION OF THE BOARD AS COLLABORATIVE PARTNER WITH THE ALLEN WATER DISTRICT, BOARD OF COUNTY COMMISSIONERS, ALLEN COUNTY, OHIO, ALLEN COUNTY REGIONAL AIRPORT AUTHORITY, AUGLAIZE TOWNSHIP, LIMA-ALLEN COUNTY REGIONAL PLANNING COMMISSION, RUDOLPH FOODS COMPANY, INC., CITY OF LIMA AND PERRY LOCAL SCHOOL DISTRICT IN MAKING APPLICATION TO THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT, TO PARTICIPATE IN THE LOCAL GOVERNMENT INNOVATION FUND PROGRAM.

The Board of Trustees of Perry Township, Allen County, Ohio met in regular session on the 4th day of September 2012, and voted, for consideration of the aforementioned:

Moved by Cox, Seconded by Capps

RESOLUTION

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments for projects that promote efficiency, shared services, coproduction, and mergers among local governments; and

WHEREAS, Perry Township, Allen County, Ohio desires to participate as a collaborative partner to receive financial assistance under the Ohio Department of Development Local Government Innovation Fund Program to complete a General Water Plan for the Southeast Regional Waterline Improvement Area and Design Plans for Phase I of said project area; and

WHEREAS, the Board of Trustees of Perry Township, Allen County, Ohio understands and acknowledges that Allen Water District will serve as the primary or lead applicant for the project application with the Board of Commissioners, Allen County, Ohio, Allen County Regional Airport Authority, Auglaize Township, Lima-Allen County Regional Planning Commission, Rudolph Foods Company, Inc, City of Lima, Perry Local School District participating in the project planning and/or funding;

BE IT RESOLVED by the Board of Trustees of Perry Township, Allen County, Ohio, that:

Section 1 That the Board of Trustees of Perry Township, Allen County, Ohio authorizes to participate as a collaborative party in the State of Ohio, Department of Development, Local Government Innovation Fund Program, provide all information and documentation required in said Application for submission and enter into a collaborative agreement.

Section 2 That the Board of Trustees of Perry Township, Allen County, Ohio hereby understands and agrees that participation in the program as a collaborative party will require compliance with program guidelines and assurances.

It is further RESOLVED, that the Board of Trustees of Perry Township, Allen County, Ohio finds and determines that all formal actions of the Board concerning and relating to the adoption of the Resolution were taken in regular session.

It is further RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

It is further RESOLVED, that this Board of Trustees of Perry Township, Allen County, Ohio hereby finds and determines that all formal actions relative to the passage of this resolution were taken in open meetings of this Board, and that all deliberations of the Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22, Ohio Revised Code.

Entered at Lima Ohio, this 4 day of September 2012.

Norman B. Capps
Norman Capps, Chair

Kevin Cox
Kevin Cox

Natalie Beach
Clerk

LIMA-ALLEN COUNTY REGIONAL PLANNING COMMISSION

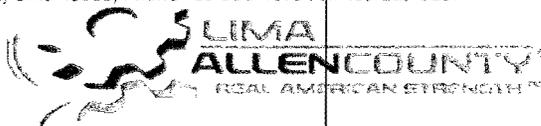
PARTNERSHIP AGREEMENT

*Allen Water District, Board of County Commissioners, Allen County Regional Airport Authority,
Auglaize Township, Perry Township, Lima-Allen County Regional Planning Commission,
Rudolph Foods Company, Inc., City of Lima, and Perry Local School District*

Whereas, Ohio Revised Code Section 713.02 provides for the Lima-Allen County Regional Planning Commission to cooperate collaboratively as a political subdivision to plan and design a water resource project and shall enter into such agreements for the purpose of supplying water services to users within the unincorporated area of the Allen County. This agreement is made this 15th day of October 2012, between the Allen Water District, Board of Commissioners, Allen County Regional Airport Authority, Perry Township, Auglaize Township, Lima-Allen County Regional Planning Commission, Rudolph Foods Company, Inc., City of Lima, and Perry Local School District for the purpose to complete planning and design for the Southeast Regional Waterline Improvement Area and implement strategies to increase efficiencies, improve, combine, or expand services, and identify services and products that can be offered to other local governments that will benefit all the parties.


Larry Vandemark, President
Allen County Regional Planning Commission

October 15, 2012
DATE



**RESOLUTION: LIMA-ALLEN COUNTY REGIONAL PLANNING COMMISSION
ENDORSEMENT OF THE ALLEN WATER DISTRICT LGIF GRANT
APPLICATION IN SUPPORT OF SOUTHEAST REGIONAL
WATERLINE IMPROVEMENT AREA - PHASE I**

WHEREAS, the Lima-Allen County Regional Planning Commission (LACRPC) was established in 1964 pursuant to Section 713.21 of the Ohio Revised Code and made responsible for the planning of land use, transportation, housing, recreation and community facilities in Allen County; and,

WHEREAS, the LACRPC was designated by the Governor of the State of Ohio as the Metropolitan Planning Organization (MPO) in 1964 and charged further with the responsibility of coordinating land use, transportation and environmental planning functions with the use of federal funding within the Lima Urbanized Area; and,

WHEREAS, the LACRPC exists under a memorandum of understanding with 21 local political subdivisions to facilitate the development of community facilities including public water and waste water systems; and,

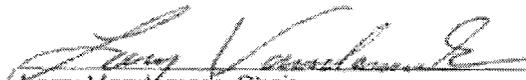
WHEREAS, the Local Government Innovation Fund (LGIF) was established to provide financial assistance to Ohio political subdivisions for planning and implementing projects that are projected to create more efficient and effective service delivery within a specific discipline of government services for one or more entities; and,

WHEREAS, a collaborative partnership was created to further development of a more efficient public water system in southeast Allen County reflecting the Allen Water District, Board of County Commissioners, Allen County, Ohio, City of Lima, Rudolph Foods Company, Inc., Allen County Regional Airport Authority, Auglaize and Perry Townships, and Perry Local School District; and,

WHEREAS, the LACRPC asserts that the Feasibility Study is a sound project designed to address existing and future community needs and supported by both public and private sectors;

NOW, THEREFORE, BE IT RESOLVED that LACRPC recognizes and endorses the Southeast Regional Waterline Improvement Program and the Ohio LGIF Program application submitted by the Allen Water District.

ADOPTED THIS 23RD DAY OF AUGUST 2012


Larry Vandemark, Chair
Executive Committee


Attest: Thomas M. Mazur, Executive Director
Lima-Allen County Regional Planning Commission

RUDOLPH FOODS COMPANY, INC.

PARTNERSHIP AGREEMENT

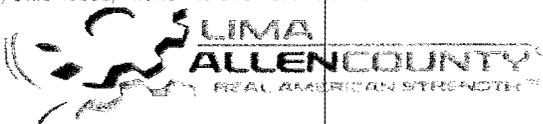
*Allen Water District
Board of County Commissioners, Allen County Regional Airport Authority,
Auglaize Township, Perry Township, Lima-Allen County Regional Planning Commission,
Rudolph Foods Company, Inc., City of Lima, and Perry Local School District*

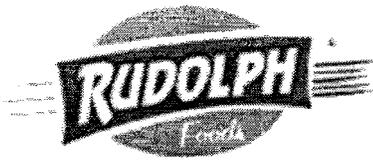
Whereas, Rudolph Foods Company, Inc. agrees to cooperate collaboratively as a for profit organization to plan and design a water resource project and shall enter into such agreements for the purpose of supplying water services to users within the unincorporated area of the Allen County. This agreement is made this 19th day of October 2012, between the Allen Water District, Board of Commissioners, Allen County Regional Airport Authority, Perry Township, Auglaize Township, Lima-Allen County Regional Planning Commission, City of Lima, and Perry Local School District for the purpose to complete planning and design for the Southeast Regional Waterline Improvement Area and implement strategies to increase efficiencies, improve, combine, or expand services, and identify services and products that can be offered to other local governments that will benefit all the parties.

James E. Rudolph 10-19-12
Rudolph Foods Company, Inc. Date

Chairman & C.E.O.
Title

3230 North Cole Street, Lima, Ohio 45801, Phone 419-996-4679 Fax 419-229-3297





September 4, 2012

Rudolph Foods, Inc. is a family owned snack food company in operation since 1955. We are the nation's leading producer of pork rinds and cracklin snacks. Our corporate facility is located just outside the city of Lima, Ohio and currently uses a well to supply is manufacturing facility with fresh water. With food safety coming to the forefront, we are teaming with the Allen Water District to supply Rudolph Foods and the surrounding area homes and business with safe, clean and reliable fresh water. Being the major consumer of water in this area we have taken the necessary steps to become a partner in this improvement.

Rudolph Foods, Inc. supports the Allen Water District's application for Local Government Innovation Fund Grant, and recognizes their role as a collaborative partner to complete Phase I of the Southeast Regional Waterline Improvement Area. It is Rudolph Foods, Inc. intentions to enter into a collaborative agreement with all other partners involved to complete the waterline improvement.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Harper", written over a horizontal line.

Michael Harper
VP Finance & CFO
Rudolph Foods Company, Inc.

CITY OF LIMA

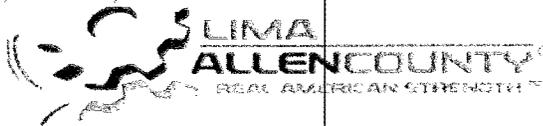
PARTNERSHIP AGREEMENT

Allen Water District, Board of County Commissioners, Allen County Regional Airport Authority, Auglaize Township, Perry Township, Lima-Allen County Regional Planning Commission, Rudolph Foods Company, Inc., City of Lima, and Perry Local School District

Whereas, Ohio Revised Code Section 715.02 provides for the City of Lima to cooperate collaboratively as a political subdivision to plan and design a water resource project and shall enter into such agreements for the purpose of supplying water services to users within the unincorporated area of the Allen County. This agreement is made this 10 day of NOVEMBER 2012, between the Allen Water District, Board of Commissioners, Allen County Regional Airport Authority, Perry Township, Auglaize Township, Lima-Allen County Regional Planning Commission, Rudolph Foods Company, Inc., City of Lima, and Perry Local School District for the purpose to complete planning and design for the Southeast Regional Waterline Improvement Area and implement strategies to increase efficiencies, improve, combine, or expand services, and identify services and products that can be offered to other local governments that will benefit all the parties.

[Handwritten Signature]
City of Lima date 10/10/12

_____ date



Introduced by *[Signature]* Councilman
 Seconded by *[Signature]* Councilman
 Form Approved *[Signature]* Director of Law
 PUBLICATION: I hereby certify that Ord. No. _____ was published
 in a summary manner according to law in the Lima News on _____

Sally Clemans, Clerk

VOTE	1ST		2ND		3RD	
	Y	N	Y	N	Y	N
NEEPER	✓					
McLEAN	✓					
LOWE	✓					
TEBBEN	✓					
ADAMS	✓					
GLENN	✓					
TOWNSEND	✓					
NIXON	✓					
TOTAL	8	0				

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COLLABORATIVE PARTNERSHIP AGREEMENT FOR THE DESIGN OF THE SOUTHEAST REGIONAL WATERLINE IMPROVEMENT AREA.

WHEREAS, the Mayor has authorized legislation to enter into a collaborative Partnership Agreement for the design of the Southeast Regional Waterline Improvement Area which will provide water to Westminster, Rudolph Foods and adjacent areas; and,

WHEREAS, Council authorizes this agreement pursuant to City Charter § 81 as being an agreement in the best interests of the City; and,

WHEREAS, this ordinance is necessary in order to allow for the waterline improvement; to preserve the public peace, property, health and safety; and to provide for the usual daily operation of the municipal government, and by reason thereof, this ordinance shall take effect and be in force forthwith upon its passage; Now, Therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LIMA, OHIO, WITH AT LEAST A MAJORITY OF THE MEMBERS ELECTED THERETO CONCURRING:

Section 1. The Mayor is hereby authorized to enter into a collaborative Partnership Agreement for the design of the Southeast Regional Waterline Improvement Area, upon such terms and conditions as he deems appropriate.

Section 2. The Auditor of the City of Lima, Ohio, is authorized to issue his warrant or warrants against the proper appropriation item in payment of the obligation herein authorized upon presentation of the proper voucher or vouchers therefor.

Section 3. Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this ordinance were taken in an open meeting and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings held in compliance with the law.

Section 4. The Clerk of the Council is authorized and directed to cause publication of this ordinance to be made in a summary manner as provided by the City Charter.

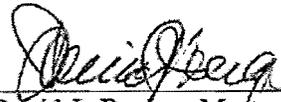
Section 5. This ordinance shall take effect and be in force forthwith upon passage by an affirmative vote of at least two-thirds of the members elected to council at the first reading hereof. If it shall not so pass it shall take effect and be in force forthwith upon passage by an affirmative vote of at least two-thirds of the members elected to council at the second reading hereof. If it shall not so pass at second reading then it shall take effect and be in force forthwith upon passage by an affirmative vote of at least a majority of the members elected to council at the third reading hereof. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: September 24, 2012

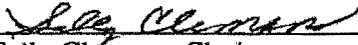


John G. Nixon, President

Approved: September 24, 2012



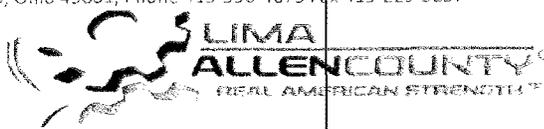
David J. Berger, Mayor

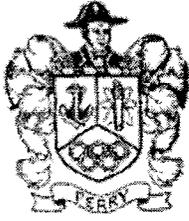
Attest: 

Sally Clemans, Clerk

PERRY LOCAL SCHOOL DISTRICT

3230 North Cole Street, Lima, Ohio 45801, Phone 419-996-4679 Fax 419-229-3297





PERRY LOCAL SCHOOLS

2770 E. BREESE RD.
LIMA, OHIO 45806-9744

September 4, 2012

SUPERINTENDENT
Omer I. Schroeder
Phone 419-221-2770
Fax 419-224-6215

TREASURER
Stacy R. Hall
Phone 419-221-2770
Fax 419-224-6215

HIGH SCHOOL
Principal
Nicholas H. Weingart
Phone 419-221-2773
Fax 419-224-6215

ELEMENTARY
Principal
Kelly L. Schroeder
Phone 419-221-2771
Fax 419-224-6312

The Perry Local School District, located in Allen County, Ohio, serves approximately 465 students from Perry Township, Ohio. The 38.66 acre campus, containing connected academic buildings configured for grades K-6 and 7-12, is the result of innovative thinking, progressive design and a vision of creating an environment where children and adults can share in the joy of lifelong learning and recreation.

Perry Local School District supports the Allen Water District's application for Local Government Innovation Fund Grant, and recognizes their role as a collaborative partner to complete Phase I of the Southeast Regional Waterline Improvement Area. It is Perry Local School District's intentions to enter into a collaborative agreement with all other partners involved to complete the waterline improvement.

Respectfully,

Omer I. Schroeder
Superintendent

FUNDING SCENARIOS

Project: **Allen Water District**

Date: **June 3, 2013**

	Scenario	Scenario	Scenario	Scenario	Scenario	Scenario
	1	2				
CUSTOMERS (EDU)	2571	2571				
TOTAL PROJECT COST	\$ 2,464,400	\$ 2,464,400				
TOTAL ANNUAL OMR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FINANCING						
Allen Water District	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -
City of Lima	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -
Allen County	\$ 100,000	\$ 100,000				
LGIF Grant	\$ 100,000	\$ 100,000				
Allen Water District In Kind	\$ 10,000	\$ 10,000				
OWDA Loan	10 3.50%	\$ 1,504,400	\$ 2,004,400			
LGIF Loan	10 0.00%	\$ 500,000	\$ -			
Total Financing	\$ 2,564,400	\$ 2,564,400	\$ -	\$ -	\$ -	\$ -
ANNUAL DEBT						
Annual OWDA Payment	\$ 105,851	\$ 141,032	\$ -	\$ -	\$ -	\$ -
Annual LGIF Payment	\$ 16,667	\$ -	\$ -	\$ -	\$ -	\$ -
ANNUAL DEBT PAYMENT	\$ 122,518	\$ 141,032	\$ -	\$ -	\$ -	\$ -

Allen Water District

3230 North Cole Street

Lima, Ohio 45801

Phone 419-996-4679 Fax 419-229-3297

allenwaterdistrict@allencountyohio.com

October 17, 2012

PROPOSAL

To: Rudolph Foods Company, Inc.

For: Providing a public water supply.

Date: 10/17/12

Prepared By: Allen Water District

Background

Representatives from the Allen Water District and Rudolph Foods Company, Inc. met on April 5, 2012 to discuss the feasibility of providing a public water supply to Rudolph Foods Company, Inc. located at 6575 Bellefontaine Road in the hamlet of Westminster, Ohio. Increased testing requirements and the need for a better water treatment system for their private well system is driving the need to explore options to replacing their existing water supply system. Rudolph Foods Company, Inc. has explored continuing use of their well system with adding a new treatment system supplied by Artesian to be either purchased by Rudolph Foods or entering into contract operations with Artesian. In lieu of the Artesian system, the Allen Water District is proposing the extension of a public water supply to the Rudolph Foods Company's facility to meet their general sanitation needs as well as fire protection capability for the property and project area. Upon conclusion of the meeting it was agreed by all parties an option to provide a public water source to Rudolph Foods facility was the best option if economically feasible. The Allen Water District representatives agreed to prepare a proposal providing a public water supply to the facility. The following information will provide preliminary project layout, project schedule, project cost, and alternative methods of finance and repayment options for the Rudolph Foods Company, Inc. to provide a public water supply to the facility.

Project Layout

The Allen Water District hired Kohli and Kaliher Associates, Inc. to prepare a waterline design study to explore the best route to provide a public water source to the Rudolph Foods Company, Inc. facility located in Westminster. Kohli and Kaliher Associates, Inc. examined three (3) alternative waterline extension routes from the Perry High School termini. The October 9, 2012 Design Study recommended extending a twelve (12) inch ductile iron waterline east from Perry High School along Breese Road to Schooler Road then north on Schooler Road to Hanthorn Road where the waterline will head east along Hanthorn Road to State Route 117 then terminating at Rudolph Foods Company, Inc. The project design will also include all

3230 North Cole Street Lima, Ohio 45801, Phone 419 996 4679 Fax 419 229 3297



appurtenants for fire protection along the entire waterline installation. Most of the construction should take place within existing road right-of-ways with the exception of utility interferences and state roadways.

Project Schedule

The following is the Project Schedule to be used for the design and construction of the waterline extension:

PROJECT SCHEDULE	
Complete Preliminary Design	Nov. 19, 2012
Finalize Project	Dec. 16, 2012
Authorize Design	January 13, 2013
Complete Design	May 1, 2013
Submit to OEPA	May 15, 2013
Advertise for Bids	June 2, 2013
Open Bids	July 1, 2013
Finalize Financing	August, 2013
Award Contract(s)	September, 2013
Begin Construction	October 1, 2013
Ready for Service	March 15, 2014
Complete Construction	June, 2014

Project Cost

The following is the Preliminary Project Cost for the design and construction of a twelve (12) inch ductile iron waterline to serve Rudolph Foods Company, Inc.:

PRELIMINARY PROJECT COSTS	
Length	26,600'
Pre-Construction Cost	\$ 2,165,400
OEPA PTI & Storm Water	\$ 8,200
Surveys	\$ 25,000
Engineering Design	\$ 57,200
Easement Allowance	\$ 5,000
Bidding Phase	\$ 12,000
Construction Phase	\$ 21,600
Inspection	City of Lima
Preliminary Project Costs	\$ 2,294,400
Potential Services	95



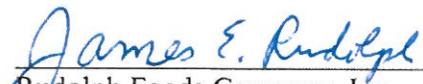
Alternative Methods of Finance and Repayment

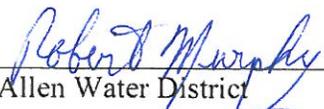
The following are estimated total monthly water cost, finance and 10-Year debt payment plan for the facility monthly water usage of 712,265 gallons:

TOTAL ESTIMATED MONTHLY WATER COST	
	10-Year Term
12 Inch Meter	
Monthly Project Assessment Fee (\$)	9,708
Monthly Water Fee (\$)	5,275
Total Monthly Cost (\$)	14,983
10 Inch Meter	
Monthly Project Assessment Fee (\$)	9,708
Monthly Water Fee (\$)	4,588
Total Monthly Cost (\$)	14,296
8 Inch Meter	
Monthly Project Assessment Fee (\$)	9,708
Monthly Water Fee (\$)	4,041
Total Monthly Cost (\$)	13,749

The Total Monthly Water Cost for each of the meter size options with corresponding 10-Year Term of financing includes a Monthly Project Assessment Fee and Monthly Water Fee making up the Total Monthly Cost for providing water to Rudolph Foods Company, Inc. The Monthly Project Assessment Fee is based on a principal debt to Rudolph Foods Company, Inc. of \$1.0 million financed for a 10-Year Term at 3.0% for the construction of the waterline project. The Monthly Project Assessment Fee would be eliminated from the cost once the 10-Year Term for serving the debt has been completed. The Monthly Project Assessment Fee will actually be collected on Rudolph Foods Company, Inc's. half-year tax bill for approximately \$58,248.

The Allen Water District is prepared to finance the balance of the Project Cost (\$1,294,400) as capital debt with repayment through future connection fees and district fees.


Rudolph Foods Company, Inc.


Allen Water District

DEVELOPMENT AND ASSESSMENT AGREEMENT FOR
WATER SUPPLY LINE PROJECT

By and Between

Allen Water District

And

Rudolph Foods Company, Inc.

This Agreement, made and entered into at Lima, Ohio, this 21st day of February, 2013, by and between the Allen Water District (the "District") through its Board of Trustees and Rudolph Foods Company, Inc. (the "Company").

WITNESSETH:

Whereas, the District is a regional water district organized under Chapter 6119 of the Ohio Revised Code and has the right to assess real estate as provided in a resolution to improve and collect such assessments, or may issue bonds in anticipation of the collection of such assessments before the work is done or contracted for; and

Whereas, the District is committed to professionally managing and facilitating installation of public water infrastructure, and providing high quality and reliable public water to the customers of the District; and

Whereas, the District and the City of Lima ("Lima") executed an agreement on or about August 13, 1990 wherein the District agreed to purchase water from Lima, and Lima agreed to maintain, repair, and operate the District's water distribution system and bill all of the District's customers for the water consumed, the Lima service fees and charges, the Contract Fee agreed to between the District and Lima, and the District's charges and fees it determines to levy or impose upon its customers; and

Whereas, the water agreement between Lima and the District provides that the District may serve customers as defined in a Service Area described in the agreement; and

Whereas, the Company is the owner of certain real property, generally shown in Exhibit A (the "Development Area"), in Allen County, Ohio, and within the service area of the District, as described in the District's water agreement with Lima and

Whereas, the Company desires to gain access to the public water through the use of distribution pipes, facilities, and appurtenances constructed by the District (the “District Water Facilities”); and

Whereas, The District desires to build such District Water Facilities in order to provide water service in conformity with the District’s plans for development and recognizes that other residents of the District may use such District Water Facilities.

Now, Therefore, in consideration of the premises, covenants, and agreements herein set forth, the parties hereto agree that the foregoing recitals are incorporated in this Agreement and as follows:

ARTICLE I
DUTIES AND RESPONSIBILITIES OF THE COMPANY

SECTION 1.01. Only to the extent necessary to allow the District to design, construct, operate, and maintain the District’s Water Facilities, the Company agrees to: (i) furnish legal descriptions and provide easements to the District to construct, operate, and maintain the District’s Water Facilities above, below, or at the surface of the ground wherever the District’s facilities are constructed in the Service Area within other than dedicated road rights-of-way. The Company and the District shall mutually agree upon the location, and the terms and conditions of any conveyance of real property interests by the Company pursuant to this Section 1.01. Said easements shall give to the District the right of egress and ingress for the purpose of constructing, operating, maintaining, exhuming, repairing, backfilling, removing and replacing water lines (including local service, interceptor and trunk lines).

SECTION 1.02. The Company shall and hereby does request the District to construct, or cause to be constructed, the District’s Water Facilities including approximately 26,600 lineal feet of a twelve-inch (12”) diameter pipe as generally shown on Exhibit A. The Cost of Construction, which shall include all actual construction costs as well as engineering fees, survey costs, right-of-way or easement costs, testing costs, and the cost of inspection, shall be paid as hereinafter provided.

SECTION 1.03. The Company agrees that all water connections between the Company’s water line and the District’s Water Facilities shall only be constructed after a tapping permit is obtained by a competent, licensed, and bonded contractor in Allen County and the Company further agrees to comply with all of the requirements set forth in the water agreement between Lima and the District.

ARTICLE II
DUTIES AND RESPONSIBILITIES OF THE DISTRICT

SECTION 2.01. The District agrees to design, permit and construct, or cause to be designed, permitted and constructed, the District's Water Facilities for the purpose of providing water to the Company and potentially other residents of the District in the future. The District more specifically agrees to cause to be prepared plans and specifications, drawings, instructions, bid proposals and/or all other contract documents for the construction and installation of the District's Water Facilities, including rights-of-way, grades and elevations, and materials to be used in the construction and installation of the District's Water Facilities (the "District's Plans"). The District's Water Facilities shall be designed and constructed by the District to include approximately twenty six thousand six hundred (26,600) lineal feet of a twelve-inch (12") diameter pipe for water distribution in the area as generally shown in Exhibit A. The District's Water Facilities shall be designed and constructed with adequate capacity to meet the reasonable requirements of the Company (i.e., a continuous flow of not less than fifty-eight thousand (58,000) gallons per twenty-four (24) hours per day) and (one thousand two hundred and fifty (1,250) gal/min) to operate current wall hydrant system. The District's Water Facilities shall be designed and constructed to have an expected useful life of not less than fifty years (50). The District agrees to provide or make available the District's Plans to the Company, when requested and as necessary to obtain the Company's approval of the District's Plans prior to the submittal of any permit applications or approval requests to any governmental entities.

SECTION 2.02. The District agrees to submit for and use reasonable efforts to obtain, promptly and in a timely manner, all necessary governmental permits or approvals required for the construction and operation of the District's Water Facilities. The District shall be solely responsible for complying with the terms and conditions of any governmental permits and approvals obtained to construct and operate the District's Water Facilities.

SECTION 2.03. The District agrees to construct and operate the District's Water Facilities in accordance with the approved District's Plans, specifications, and permits, and to provide reasonable access to the Company to inspect the construction and operation of the District's Water Facilities on the Development Area. The District agrees that it will use only competent, licensed, and bonded contractors in connected with the construction of the District's Water Facilities. The District agrees to assume sole responsibility for the operation and maintenance of the District's Water Facilities in accordance with the laws, rules, regulations and ordinances of any approving agency or governmental entity with jurisdiction over the District's Water Facilities. Subject to the water agreement between Lima and the District, the District will provide adequate personnel for the operation and maintenance of the District's Water Facilities and for undertaking testing required by applicable approving agencies. The District shall be solely responsible for any liability or alleged liability associated with the design, construction, operation or maintenance of the District's Water Facilities.

SECTION 2.04. The District agrees that, so long as the Company's daily maximum water consumption does not exceed fifty-eight thousand (58,000) gallons, twenty-four (24) hours per day, the District shall provide distribution services to the Company without interruption and at no additional capital costs to the Company beyond that provided for in Article IV below. Notwithstanding the foregoing, it is mutually agreed by and between the parties hereto that the District shall incur no liability to the Company for its failure to provide water to the Company in *force majeure* circumstances, defined as acts of God, war, and natural catastrophes. Further, it is agreed that the District shall retain its statutory defense pursuant to Ohio Revised Code Chapter 2744 to any claim of liability for damages from the Company arising solely out of the design and engineering of the District's Water Facilities.

SECTION 2.05. Subject to the water agreement between Lima and the District, the District will provide adequate personnel for the operation and maintenance of the District's Water Facilities and for undertaking testing required by applicable approving agencies. Subject to the water agreement between Lima and the District, the District shall be solely responsible for any liability or alleged liability associated with the operation or maintenance of said water distribution.

ARTICLE III **SCHEDULE AND PLAN APPROVAL**

SECTION 3.01. The Company and the District agree to fulfill their respective obligations under this Agreement, including, without limitation, the design, permitting and construction of the District's Water Facilities, in accordance with the schedule as contained in Exhibit B.

SECTION 3.02. The Company shall have the right, but not the obligation, to review, comment on, and approve the District's Plans prior to the District submitting any required permit applications or approval requests and commencing construction of the District's Water Facilities. Any such review, comment, and approval by the Company shall be limited to whether or not the District's Plans conform to the terms and requirements of this Agreement. In the event of a dispute between the parties, the Company and the District agree to negotiate in good faith so as to seek a timely resolution of such dispute while maintaining the agreed upon schedule as contained in Exhibit B.

ARTICLE IV
DESIGN AND CONSTRUCTION COSTS AND RATE CHARGES

SECTION 4.01 COMPANY'S CONTRIBUTION The District shall be solely responsible for preparing the District's plans, obtaining required governmental permits or approvals of the District's plans and constructing the District's Water Facilities, provided, however, the costs of the preparation of the plans, the acquisition of the permits and approvals, the District's costs of administrative and legal expenses for the project, and the cost of constructing the District's Water Facilities shall be part of the cost of the project and the Company shall reimburse the District for these costs as set forth in this Agreement.

The Company's financial responsibility for this project will be assessed through a Project Assessment Fee. The Project Assessment Fee will be based on a principal debt to the Company of \$1,000,000 financed for a 10-year term at the District's interest cost for the financing for the construction of the waterline project. This Project Assessment Fee will be eliminated from the cost once the 10-year term for serving the debt has been completed. The Project Assessment Fee will be collected from the Company's half-year tax bill in the approximate amount of \$58,248 per half-year taxes. This amount is an estimate. Actual monthly Water Fees shall be calculated in the customary and usual manner used by the District to calculate monthly rate charges for similarly situated customers of the District. The Company shall not be charged at any time, nor shall be required to pay to the District, any water rate charges above the District's customary and usual charges, as those charges may be set or modified from time to time by the District. Total Estimated Monthly Water costs are attached as Exhibit C.

SECTION 4.02. DISTRICT'S CONTRIBUTION The District will finance the balance of the project costs (estimated at \$1,294,400 as per Exhibit D) as capital debt with repayment through future connection fees and district fees. The 10-year period referenced for purposes of future connection and district fees shall begin when this agreement is fully executed.

SECTION 4.03. BIDDING A preliminary cost estimate for preparing and obtaining approval of the District's Plans, obtaining permits, and constructing the District's Water Facilities, including, without limitation, all engineering fees, administration fees, legal fees, survey costs, right-of-way or easement costs and testing costs is contained in Exhibit D. The District agrees that, prior to commencing any construction work on the District's Water Facilities; it will seek competitive bids in accordance with the laws of the State of Ohio and the District for constructing the District's Water Facilities. Such bids shall be obtained on a fixed price or not-to-exceed price basis only. In the event that all bids which are submitted to the District exceed one hundred and ten percent (110%) of the engineer's estimate as contained in Exhibit D, including contingency, the District will re-bid the project. In the event that one (1) or more bid is received with total Construction Costs below one hundred and ten percent (110%) of the preliminary cost estimate as contained in Exhibit D, the District shall select the lowest responsive bidder.

SECTION 4.04. PROJECT CONCLUSION Within thirty (30) days of the conclusion of the construction of the District's Water Facilities, the District shall certify the completion of the work in accordance with the District's Plans and/or certify a list of any deviations from the District's Plans, and provide to the Company an itemized accounting of the final project costs and expenses (with supporting backup documentation available upon request) for all items as contained in Exhibit D, and the Company shall pay in the manner set forth below its share of the final project costs and expenses as contained in Exhibit D that have been approved by the Company according to the terms of this Agreement. The itemized accounting shall include a breakdown of all construction costs, as well as all other costs as contained in Exhibit D. The Company may pay all or any portion of the final project costs and expenses by certified check or federal wire transfer of funds within thirty days (30) of the notice of its share of the project costs.

ARTICLE V
GENERAL

SECTION 5.01. The provisions of this agreement shall be in full force and effect from the time of execution and delivery by the parties, and shall bind and inure to the benefit of both parties, as well as their respective successors and assigns. It is understood and agreed that the District shall not assign and transfer any or all its rights, duties and obligations hereunder without the prior consent of the Company (which consent will not be unreasonably withheld or delayed) unless compelled by law or ordered by a court of competent jurisdiction. The District agrees to use the District's best efforts to challenge and defend in good faith any attempt by any other governmental entity to assume jurisdiction and authority over the District's Water Facilities without the mutual written consent of the District and the Company. Provided, however, that the District may assign and transfer its rights and duties under this Agreement in connection with a merger with another ORC Section 6119 district provided that the resulting district agrees to be bound by this Agreement. In the event of a valid assignment and transfer of all of the District's rights, duties, and obligations in accordance with the terms of this Section 5.01, the District shall be fully released from any duties and obligations hereunder, without limitation. The Company may assign this Agreement without the prior approval of the District so long as its duties and obligations under Article I of this Agreement have been fulfilled. Otherwise, the Company may not assign this Agreement without the prior approval of the District, which approval shall not be unreasonably withheld.

SECTION 5.02. This Agreement is made entirely for the benefit of the Company and the District and their successors in interest and no third person or party shall have any rights hereunder whether by agency or as a third party beneficiary or otherwise.

SECTION 5.03. Venue and jurisdiction to enforce all rights and obligations under this Agreement shall lie in the Court of Common Pleas of Allen County, Ohio. The obligations of the parties hereunder, including, without limitation, the obligation of the District to provide

ongoing, uninterrupted water services to the Company in compliance with all applicable laws and the terms of this Agreement, may not have an adequate remedy by way of an action for damages and may be enforced by an action in equity, including, without limitation, an action for declaratory judgment, injunction, or specific performance.

SECTION 5.04. This Agreement represents the entire understanding of the parties hereto and there are no further or other agreements, written or oral, in effect between the parties relating to the subject matter of this Agreement. The parties acknowledge that they have both participated in the drafting of this Agreement, by and through their legal counsel, and the Agreement shall not be construed or interpreted in favor of one party over the other party. The exhibits attached to this Agreement are deemed to be incorporated by reference.

SECTION 5.05. In the event any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, unconstitutional, or otherwise unenforceable, the remaining provisions of this Agreement shall remain in full force and effect subject to any modifications mutually agreed to by the parties.

SECTION 5.06. This Agreement may only be modified by written agreement duly executed by the authorized officers or representatives of the parties.

SECTION 5.07. Any notice or correspondence required hereunder shall be given to each of the parties in writing, delivered by certified mail, return receipt requested, or by nationally recognized courier service. All such notices shall be effective as of the first business day following actual receipt. All such notices shall be given to the parties at the following addresses:

As to the District:

Allen Water District
3230 North Cole Street
Lima, Ohio 45801

with a copy to:

Rex H. Huffman, Esq.
Spitler Huffman, LLP
932 Dixie Highway
Rossford, Ohio 43460-1333

As to the Company:

Rudolph Foods Company, Inc.
6575 Bellefontaine Road
Lima, Ohio 45804

with a copy to:

Michele L. Clauss
Shefsky & Froelich
111 East Wacker Drive
Suite 200
Chicago, IL 60601

SECTION 5.09. Each party represents to the other that it has obtained or will obtain all approvals necessary and taken or will take all required actions so that the terms of this Agreement shall be binding upon each party.

SECTION 5.10. No waiver of any condition or legal right or remedy hereunder shall be implied by the failure of any party to declare a breach hereunder and/or to enforce its rights hereunder, or for any other reason. No waiver of any condition or covenant or provision hereunder shall be valid unless it shall be in writing signed by the party claiming the benefit of the waiver.

SECTION 5.11. The terms and conditions of this Agreement, unless expressly stated to the contrary, shall survive completion of the construction of the Water Facilities.

SECTION 5.12. The District agrees to cooperate with the Company and to use the District's best efforts to identify and obtain alternative funding sources to pay the costs of the Water Facilities contemplated by this Agreement through all available means including but not limited to grants, tax abatements, tax exemptions, tax incentives or tax increment financing, provided, however, that the Company shall not be obligated to utilize such funding and shall not incur any additional cost or delay as a result of the District's efforts to obtain such funding.

SECTION 5.13. The District shall indemnify, defend and hold the Company, its respective agents, employees and lenders, if any, and any subsequent owners or lessees of the Development Area, harmless from and against any and all damages, liabilities, actions, judgments, claims, costs, expenses, penalties, obligations, attorneys' and consultants' fees of any kind whatsoever arising out of, or involving the District's performance of its obligations contained in this Agreement. Company shall indemnify, defend and hold the District, its respective agents, employees and any successors harmless from and against any and all damages, liabilities, actions, indemnities, claims, costs, expenses, penalties, obligations, attorneys' and consulting fees of any kind whatsoever arising out of, or involving the Company's performance of its obligations contained in this Agreement. The foregoing indemnification obligations shall include, but not be limited to, injury to persons, property or the environment created by the parties or suffered by the parties or the Development Area, or both; the cost of investigation, removal, remediation, restoration and/or abatement; and diminution in value of the Development Area.

SECTION 5.14. Time is of the essence with respect to the performance of both the Company's and the District's obligations contained in this Agreement.

Allen Water District



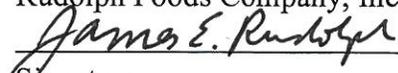
Chair, Board of Trustees



Secretary/Treasurer, Board of Trustees

Company

Rudolph Foods Company, Inc.

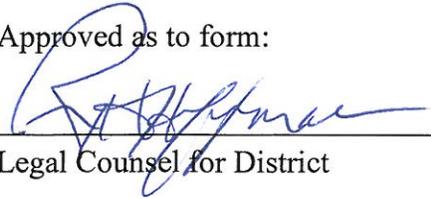


Signature

James E. Rudolph

Printed Name

Approved as to form:



Legal Counsel for District

EXHIBIT B

PROJECT SCHEDULE SOUTHEAST REGIONAL WATERLINE IMPROVEMENT AREA, PHASE I

DECEMBER 12, 2012

Complete Preliminary Design	Nov. 19, 2012
Finalize Project	Dec. 16, 2012
Authorize Design	December 20, 2012
Complete Design Completion of surveys depends Upon favorable weather conditions	May 16, 2013
Submit to OEPA	May 23, 2013
Advertise for Bids	June 20, 2013
Open Bids Submit to OWDA	July 18, 2013
Finalize Financing OWDA	August, 2013
Award Contract(s)	September 19, 2013
Begin Construction 6 months 2 Contracts? Material Available?	October 5, 2013
Substantially Complete	April 17, 2014
Ready for Service	May 15, 2014
Complete Construction	June, 2014

Exhibit C

TOTAL ESTIMATED MONTHLY WATER COST (12 Inch Meter)

Monthly Project Assessment Fee (\$)	9,708
Monthly Water Fee (\$)	5,275
Total Monthly Cost (Estimate)	14,983

Exhibit D

TOTAL ESTIMATED PROJECT COST

Design Phase Estimate	
Engineering	\$ 57,200
Surveying	\$ 25,000
Easement Agreements	\$ 15,000
Permits	\$ 8,200
Legal	\$ 5,000
Total	\$ 110,400
Contingency 10%	\$ 11,040
Total Design Phase Estimate	\$ 121,440
Construction Phase Estimate	
Financing	\$ 20,000
Engineering	
Bidding	\$ 12,000
Construction	\$ 21,600
Construction(Engineer's Estimate)	\$ 2,165,400
Legal	\$ 5,000
Total	\$ 2,224,000
Contingency 2.5%	\$ 55,600
Total Construction Phase Estimate	\$ 2,279,600
TOTAL ESTIMATED PROJECT COST	\$ 2,401,040

RE: ALLEN WATER DISTRICT BOARD OF TRUSTEES, ALLEN COUNTY, OHIO, AUTHORIZE MR. ROBERT MURPHY, CHAIR AND MR. MICHAEL BOSCH, TREASURER, TO BORROW FIVE HUNDRED THOUSAND (\$500,000) FROM THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF REDEVELOPMENT, LOCAL GOVERNMENT INNOVATIVE FUND, TO PARTIALLY FINANCE THE CONSTRUCTION OF THE SOUTHEAST REGIONAL WATERLINE IMPROVEMENT AREA, PHASE I.

The Board of Trustees of the Allen Water District, Allen County, Ohio met in emergency session on the 5th day of June 2013, for consideration of the aforementioned:

Moved by Mr Lucas, Seconded by Mr Krohn.

RESOLUTION

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments for projects that promote efficiency, shared services, coproduction, and mergers among local governments; and

WHEREAS, the Allen Water District was awarded a grant in the sum of one hundred thousand dollars (\$100,000) from the Ohio Development Services Agency, Office of Redevelopment, Local Government Innovative Fund on December 17, 2012, to assist financially in the Design Phase of the Southeast Regional Waterline Improvement Area, Phase I.

WHEREAS, the Board of Trustees of the Allen Water District finds it desirable to make application for an interest free loan in the sum of five hundred thousand dollars (\$500,000) from the Ohio Development Services Agency, Office of Redevelopment, Local Government Innovative Fund; and therefore

BE IT RESOLVED, by the Board of Trustees of the Allen Water District, Allen County, Ohio, authorize Mr. Robert Murphy, Chair, and Mr. Michael Bosch, Treasurer, to make application to the Ohio Development Services Agency, Office of Redevelopment, Local Government Innovative Fund to borrow five hundred thousand dollars (\$500,000) interest free, to partially finance the construction of the Southeast Regional Waterline Improvement Area, Phase I.

It is further **RESOLVED**, That this Board of Trustees of the Allen Water District, Allen County, Ohio hereby finds and determines that all formal actions relative to the passage of this resolution were taken in open meetings of this Board, and that all deliberations of the Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22, Ohio Revised Code.

It is further **RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption.

Upon the roll being called the vote resulted as follows: Mr. Krohn, Aye; Mr. Lucas, Aye; Mr. Bosch _____; Mr. Murphy Aye; Ms. Edwards Aye; Ms. Koenig Aye and Mr. Kayatin _____.

Adopted this 5th
day of June, 2013

BOARD OF TRUSTEES
ALLEN WATER DISTRICT
ALLEN COUNTY, OHIO

Robert Murphy
Mr. Murphy

Kenneth C Lucas
Mr. Lucas

Mr. Bosch

Dorothy M Edwards
Ms. Edwards

Edy I Krohn
Mr. Krohn

Sherow K. Koenig
Ms. Koenig

Mr. Kayatin

Sandra Heaphy
Sandra Heaphy
Administrative Assistant

Allen Water District

3230 North Cole Street

Lima, Ohio 45801

Phone 419-996-4679 Fax 419-229-3297

allenwaterdistrict@allencountyohio.com

July 18, 2013

Ms. Thea Walsh, AICP
Deputy Chief, Office of Redevelopment
Ohio Department of Development
77 South High Street
P.O. Box 1001
Columbus, Ohio 43216-1001

Dear Ms. Thea Walsh,

This letter is being written in response to an email received from The Ohio Development Services Agency. The ODSA has received Allen Water District's application for Round 6 of Local Government Innovation Fund Program.

The Cure Review indicates no issues or additional information is needed at this time for Round 6 LGIF loan application

Thank you for considering the Allen Water District's application for the Local Government Innovative Fund.

Sincerely,


Sandra Heaphy
Administrative Assistant
Allen Water District