

October 2, 2025

SERVICE COMMITTEE

October 6, 2025

Council Chambers

Following Finance Committee

Committee and Council Meetings can be viewed by accessing YouTube

AGENDA

1. Consider **Resolution No. 25-67** A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF NEWARK, OHIO, (“CITY”) TO ENTER INTO A CONTRACT TO SELL APPROXIMATELY 13,760 BOARD FEET OF TIMBER LOCATED ON PART OR ALL OF PARCEL NUMBERS 054-186632-00.000/054-199158-00.000/054-189192-00.000/054-196074-00.000/054-199152-00.000, AND 055-158602-00.000 LOCATED OFF OF EAST MAIN STREET AND ECOLOGY ROW AND OWNED BY THE CITY IN MADISON TOWNSHIP, LICKING COUNTY, OHIO, AND DECLARING AN EMERGENCY.
2. Consider **Resolution No. 25-68** A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION - STATE CAPITAL IMPROVEMENTS PROGRAM AND TO EXECUTE CONTRACTS AS REQUIRED.
3. Consider **Resolution No. 25-69** A RESOLUTION ESTABLISHING RATES FOR THE STORMWATER UTILITY SERVICE CHARGE AS AUTHORIZED BY CODIFIED ORDINANCE OF THE CITY OF NEWARK, OHIO.
4. Other items at the discretion of the Chair

Resolution No. 25-67

BY _____

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF NEWARK, OHIO, ("CITY") TO ENTER INTO A CONTRACT TO SELL APPROXIMATLY 13,760 BOARD FEET OF TIMBER LOCATED ON PART OR ALL OF PARCEL NUMBERS 054-186632-00.000/054-199158-00.000/054-189192-00.000/054-196074-00.000/ 054-199152-00.000, AND 055-158602-00.000 LOCATED OFF OF EAST MAIN STREET AND ECOLOGY ROW AND OWNED BY THE CITY IN MADISON TOWNSHIP, LICKING COUNTY, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, the City owns approximately 7.38 acres of marked trees of material located off of East Main Street and Ecology Row; and

WHEREAS, the City entered into an agreement with for professional services with Wit Brothers Forestry, LLC, to be the Forest Manager for this project; and

WHEREAS, Forest Manager, pursuant to their duties, has secured a potential timber purchaser and proposed terms of sale, attached hereto as Exhibit 1, and

WHEREAS, the harvesting of said timber is an economically beneficial opportunity for the City; and

WHEREAS, an emergency is declared to exist to preserve the health, safety, and welfare of the citizens of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING, STATE OF OHIO, THAT:

SECTION ONE: It is in the best interest of the City and its residents that the Director of Public Service is hereby authorized and directed to negotiate and enter into a contact for the harvesting and sale of timber located off of East Main Street and Ecology Row on parcel numbers: 054-186632-00.000/054-199158-00.000/054-189192-00.000/054-196074-00.000/ 054-199152-00.000 & 055-158602-00.000 owned by the City in Madison Township, Licking County, Ohio.

SECTION TWO: An emergency is declared to exist to preserve the health, safety, and welfare of the City of Newark's citizens. Therefore, this Resolution shall be immediately effective as provided in City of Newark, Ohio, Charter Article 4.07.

Adopted this _____ day of _____, _____.

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

DATE FILED WITH MAYOR: _____

DATE APPROVED BY MAYOR: _____

MAYOR

APPROVED AS TO FORM:

TRICIA M. MOORE
DIRECTOR OF LAW

Prepared by the Office of the Director of Law

TIMBER SALE AGREEMENT

This Agreement entered into on (date), _____ between Almendinger Sawing LLC (“Buyer and/or Purchaser”), 5501 Caswell Rd. Johnstown, Ohio 43031 hereinafter called Purchaser, agree to purchase; and the City of Newark, (“Seller and/or Landowner”), Ohio, 40 W. Main St., Newark, OH 43055, agree to sell, upon the terms and conditions stated herein, the timber from the designated area described below:

1. SALE AREA:

The boundaries of the sale areas are shown on the attached sale area map, which is made a part hereof:

The estimated amount to be cut under the methods of marking described in Section #4 is: ~13,760 (total # trees includes 3 Black Walnut trees) Board Feet DOYLE TREE SCALE on 45 total marked trees.

Appraisal Indemnity Statement

Landowner agrees that any Timber appraisal Estimate of volumes and value made by FORESTER in the course of performance under the terms of this agreement are the result of statistical samplings made in accordance with industry standards and with a variety of confidence levels depending upon what is agreed to between LANDOWNER and FORESTER. Due to the variances in accuracy level inherent in sampling techniques, any volumes or values stated by FORESTER are intended to be only estimates, based upon FORESTER’S sampling, and are expressly declared by FORESTER not to be precise statements and expected outcomes. Therefore, LANDOWNER expressly agrees and understands that any volumes or values stated by FORESTER may or may not be the volumes or values actually obtained through the performance of this Agreement by the parties hereto _____ **LANDOWNER INITIALS.**

2. OWNERSHIP:

Sellers hereby declare that they are the legal owners of the property herein called the “Seller’s property”, consisting of ~7.38+ acres, located off of Cedar St. and 3 trees on E. Main and Ecology Row, in Newark & Madison Township Licking County, Ohio in parcels:054-186632-00.000/054-199158-00.000/054-189192-00.000/054-189192-00.000/054-196074-00.000/ 054-199152-00.000 & (055-158602-00.000 for the Black Walnut trees). Sellers further state that they have the right to sell and convey Title to the marked, designated timber within specified property boundaries and also convey the right to harvest and remove timber from the property, to Purchaser. Title to the tops of the harvested trees remains with Sellers.

3. PAYMENT:

Purchaser hereby agrees to pay **(\$ 16,000)** to Seller for timber as described. No trees shall be cut before the full amount is paid to Seller. Seller’s Representative, Wit Brothers Forestry LLC, (“WBF”) must be notified (48 hours) before Purchaser moves onto the site by calling the Forester Richard A. Cappell authorized agent (937-408-5715) of WBF.

Twenty percent (20%) of the selling price is due at contract signing (**\$3,200.00**) and the balance due (**\$12,800**) before moving onto the site.

4. PERIOD OF AGREEMENT:

All timber covered by this agreement shall be paid for, cut and removed and the requirements of this agreement satisfied on or before **(1 year from the date this Agreement is signed)**. Any cause of delay beyond this date will be reviewed by Seller and an extension of time will be considered if requested by Purchaser in writing. Unless an extension of time is granted in writing by Seller, the right, title, and interest to any timber for which payment has been made under the provisions of this section but which has not been removed from the designated property shall revert to Seller without compensation to Purchaser.

5. MARKING:

In the selection cutting area, timber included in this agreement is marked with paint at about shoulder height as follows. Merchantable saw log trees by a complete ring of **BLUE** paint and the same color stump mark. The painted stump marks shall not be cut off or obliterated. **All painted trees may/must be cut or girdled. (At least one tree marked in blue without a stump mark was found at Ecology Row and should not be cut without Newark being compensated).**

6. CONDITIONS FOR CUTTING AND REMOVAL:

Seller grants the freedom of entry and right-of-way to Purchaser and his employees to cut and remove the merchantable timber in and across the area covered by this agreement. Rights-of-way across private lands not covered in this agreement shall be arranged for by Purchaser.

Purchaser shall keep all loading areas, logging camps, stables, and other structures used in connection with this sale, and the ground in their vicinity, in a clean, sanitary condition, and rubbish shall be removed.

When abandoned, the sites shall be restored to their original condition (less wear and tear).

Any method of logging other than by means of animals, motor trucks, farm or crawler tractors, hydraulic tree shears, prehaulers, forwarders and rubber tired four-wheel drive skidders may be employed only with the advanced approval of Seller or Seller's Representative. If, in the opinion of Seller's Representative excessive and /or unreasonable damage to unmarked, undesignated trees or to land is resulting from the use of any one or a combination of logging methods, he may restrict or prohibit the use of such methods.

All roads, bridges, **ditches, fences**, power lines, and telephone lines located within or immediately outside the exterior boundaries of the sale area shall be protected as far as possible during the cutting and logging. Damaged, roads, bridges, ditches and fences

shall be repaired immediately by Purchaser or his agent to a comparable or better standard. Damages to telephone and power lines shall immediately be reported by Purchaser or his agent to the public utility servicing the lines. Roads, bridges, creeks, ditches and trails shall at all times be kept free to logs, tops, brush, and debris resulting from Purchaser's operations hereunder, and any road, bridge, or trail used by Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by him to its original condition.

7. BEST MANAGEMENT PRACTICES (BMP'S):

Soil and water resources shall be protected according to the best industry standards known as Best Management Practices ("BMP'S). Purchaser or his agent, once finished using any cutting section or portion thereof, shall, weather and ground conditions permitting, immediately clear and smooth skid trails, logging roads, and loading areas used or created by his operations and construct water diversions on trails and roads. Water diversions shall be constructed according to the best industry standards known as BMP'S. Landing areas and primary skid roads shall be seeded according to BMP prescriptions. Seller's Representative will designate the location of BMP's. Logging operations will be restricted during periods of wet weather to prevent damage to the soils. **Seller's Representative will have the final decision on moisture conditions.** Stream courses may be crossed with the use of a culvert or portable bridge but shall not be used as skidways or haulways. BMP's will be followed on any stream course crossing. A portable bridge may be needed and if so supplied by the logger.

Except within a clearcutting area, (N/A) all trees will be delimbed and topped before skidding. **The maximum length of logs to be skidded will be 32' unless otherwise specified by the forester.**

Treetops remain the property of **Sellers.**

8. FIRE PRECAUTIONS:

During the time this agreement remains in force, Purchaser shall do all in his power to prevent and suppress forest fires on the sale area and in its vicinity and shall require his employees, contractors, and employees of contractors to do likewise. Purchaser shall be strictly liable for all damages caused by a fire related to Purchaser's operations, and all other agents. Logging or other waste shall not be burned on Seller's property.

9. PENALTIES AND SCALING:

Unmarked and undesignated merchantable trees* which are cut in logging without Seller or Seller's Representative permission, shall be paid for at **3** times the market price. Market price shall be the current Ohio average reported and published stumpage prices or the average price paid by the buyer for said species whichever is greater, Doyle Tree Scale, by species for sawtimber trees and by species, grade and size for veneer trees.

Severely damaged merchantable trees* that occur as a result of the harvest activities (according to Seller's Representative) shall be sold to the buyer/purchaser at the current

market price (average price paid by buyer for undamaged tree species). These trees shall be measured and marked by Seller's Representative before being removed from the property.

If the damage trees exceed 5% of the total sale volume (Board Feet Doyle Scale), all damaged trees will be sold at 1.5 times the current market price as established by the buyer on the timber sale.

The volume estimate of any tree cut and removed in violation of the terms of this agreement shall be derived by applying species, diameter, and length. Trees will be measured at 4.5' on the uphill side of the tree.

Sawlogs shall be scaled, when necessary, by the Doyle Tree/log scale.

*MERCHANTABLE TREES - means any tree measuring 16" and larger in diameter, measured 4.5' off the ground on the uphill side of the tree, with at least one 8-foot log in it.

10. ASSIGNMENT:

This Agreement shall not be assigned in whole or part without the written consent of Seller or Seller's Representative. Assignment shall not be unreasonably withheld.

11. INSURANCE PROVISIONS:

It is agreed between the parties that Purchaser shall abide by the applicable provisions of Ohio laws and carries the appropriate insurances.

Purchaser must inform all in advance, all contractors and employees of contractors of the terms of this agreement affecting their work and when cutting and logging is in progress, he shall have a representative on the sale area who shall be authorized to receive, on behalf of Purchaser, any or all notices and instructions in regard to work under the agreement given to Seller, and to take such actions thereon as is required by the terms of this agreement. Purchaser shall make his representative known to Seller or Seller's Representative.

All operations on the sale area, including the removal of cut timber, may be suspended by Seller's Representative if the conditions and requirements contained in this agreement are disregarded. Failure to comply with any one said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this agreement.

The conditions of sale are completely set forth in this agreement, and none of its terms can be varied or modified, except in writing by Seller or Seller's Representative.

12. ASSUMPTION OF RISK:

Purchaser acknowledges that the harvesting of trees requires the use of potentially dangerous equipment and knowingly and willingly assumes all risks associated with this endeavor.

13. INDEMNIFICATION:

Purchaser agrees to defend and hold Seller or Seller’s Representative harmless from loss, damage or liability in the case of claim or suit made against Seller or Seller’s Representative, by reason of any incident arising from, concerning or in any way connected with the harvest of trees.

14. PERMITS:

Purchaser is responsible for obtaining all Federal, State, County, and Local Permits to conduct logging where applicable. Purchaser is responsible for compliance with all Federal, State, and local EPA laws and the Regulation of the “Agricultural Pollution Abatement Law (HB - 88) “, as well as any permits for the same.

WBF agent/representative for Seller, will file an Operation and Management Plan with the Local Licking County Soil and Water Conservation District SWCD East Main St. Newark, Ohio 43040.

15. OTHER PROVISIONS:

NOTICES: All notices shall be in writing and shall be either hand delivered to Seller, Purchaser or persons designated to receive notice or mailed to the respective address listed on page one of this agreement.

ENTIRETY OF AGREEMENT: This Agreement contains all terms agreed to between the parties. All prior agreements, written or oral, are superseded by this written agreement. This Agreement shall not be altered, changed or modified except in writing and signed by both parties. This Agreement is binding on heirs, successors, and assigns of the respective parties.

This Agreement shall become binding upon the signing of this agreement by the intended parties. In witness whereof, the parties have affixed and dated their signatures.

Purchaser (printed)

Signature of Purchaser

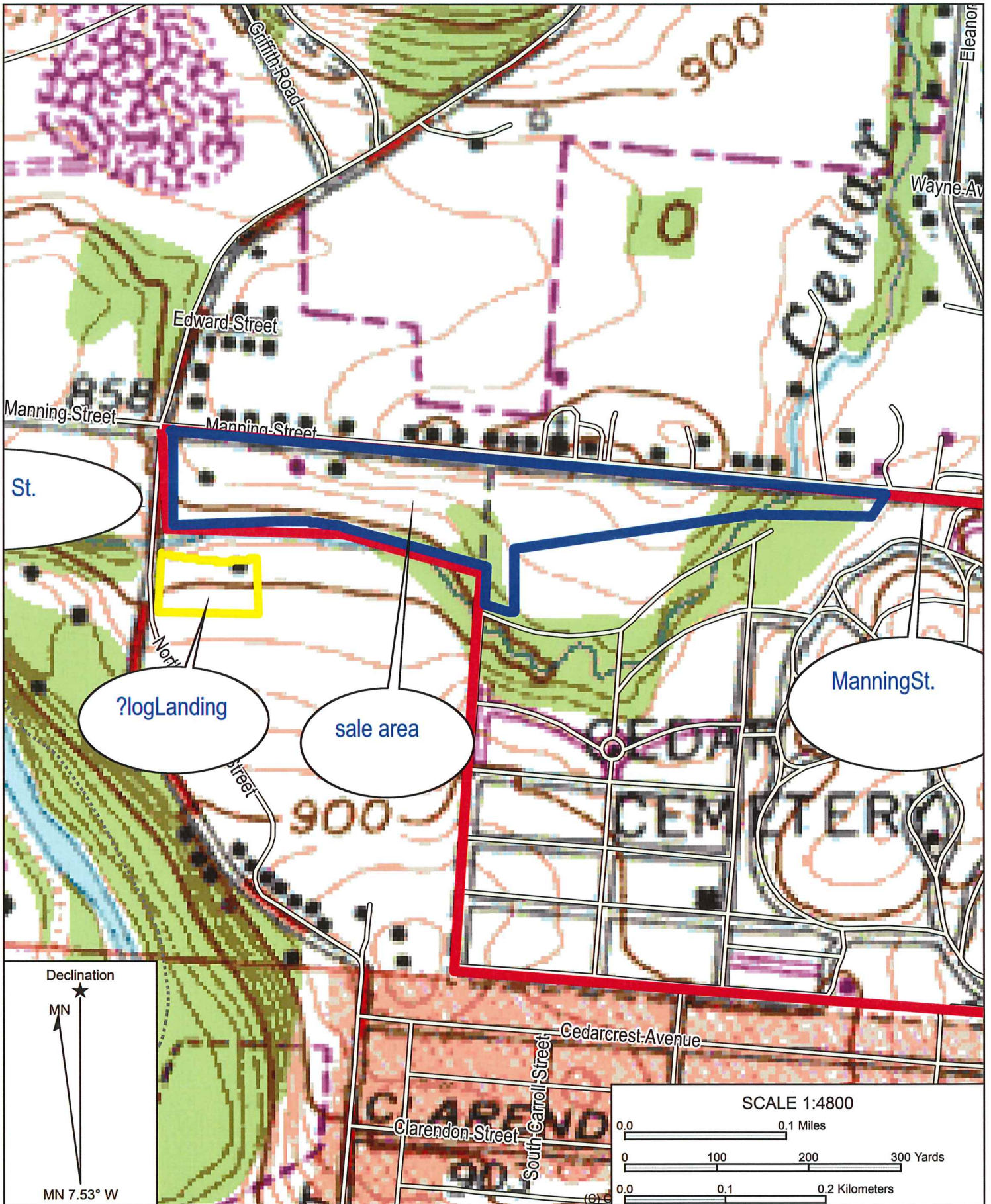
Witness

Seller or Authorized Agent (printed)

Signature of Seller or Authorized Agent

Witness

16. Map of Timber sale



Name: NEWARK
 Date: 06/30/25
 Scale: 1 inch = 400 ft.

Location: 040° 04' 14.5053" N, 082° 23' 29.7803" W
 Caption: CityofNewark

BY: _____

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION - STATE CAPITAL IMPROVEMENTS PROGRAM AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, the State Capital Improvements Program provides financial assistance to political subdivisions for capital improvements to public infrastructure, and;

WHEREAS, The Ohio Public Works Commission has announced funding in Round 40 that may be offered as a grant or loan for road, bridge and other infrastructure projects, and;

WHEREAS, the City of Newark is proposing to make a capital improvements funding application for construction projects within the City of Newark, namely:

1. Resurfacing and related roadway work on West Main Street, South 30th Street, East Main Street and Granville Street, ODOT PID# 118682 – Application for portion of City’s funding toward the overall project cost.

WHEREAS, the infrastructure improvements herein above described are considered to be a priority need for the community and are a qualified project under OPWC program; and,

WHEREAS, this matter was addressed by the Service Committee at a regularly scheduled meeting thereof which recommended consideration of passage by full Council.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY OF NEWARK, COUNTY OF LICKING AND STATE OF OHIO, THAT:

Section 1: The Director of Public Service of the City of Newark is hereby authorized to apply to the OPWC for funds as described above.

Section 2: The Director of Public Service of the City of Newark is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Section 3: This ordinance shall take effect at the earliest time permitted by Article 4.07 of the Charter of the City of Newark, Ohio.

Adopted this _____ day of _____, 2025.

President of Council

Attest: _____
Clerk of Council

Date Filed with Mayor: _____

Date Approved by Mayor: _____

Mayor

Form Approved: _____
Law Director

Prepared by the Division of Engineering

City of Newark
Division of Engineering

MEMORANDUM

TO : Service Committee
FROM: Brian Morehead, City Engineer
DATE : 23 September 2025
RE : Committee Agenda – OPWC Legislation

Please allow time on your next agenda to discuss submitting legislation to Council for the following project:

1. A Resolution authorizing submittal of an application for a grant and/or loan from the OPWC - State Capital Improvements Program for construction funding in 2026-2027 (SFY27). This resolution needs to be passed at the **November 3, 2025 Council meeting** to meet the application deadline.

The project planned to take advantage of this grant and/or loan is:

Resurfacing and related roadway work on:

West Main Street - from 4th Street to 21st Street

West Main Street – from 34th Street to Coffman Road

South 30th Street – from West Main Street to Harris Avenue

East Main Street – from East Main Bridge to Madison Avenue

Granville Street – from Central Avenue to North 21st Street

ODOT PID# 118682 – Application for portion of City’s funding toward the overall project cost.

This project is planned for some federal money through the LCATS Transportation Improvement Plan, and is planned to be constructed in Spring 2027. The City has about \$2.1 million of federal funding budgeted through LCATS at this point, and the preliminary estimated cost for this project is at approximately \$3.4 million. Depending on the 2026 Budget, we may have to trim the project costs back by removing Granville Street from this project. By late 2026, the City would need provide to ODOT our share of the project funding. Our hope is that this application will be approved in July 2026, and the grant funding would pay for the majority of the City’s share of the project costs.

Please let me know if you have any further questions before the meeting.

cc: David Rhodes, Service Director
City Engineer

RESOLUTION NO. 25-69

BY _____

A RESOLUTION ESTABLISHING RATES FOR THE STORMWATER UTILITY SERVICE CHARGE AS AUTHORIZED BY CODIFIED ORDINANCE OF THE CITY OF NEWARK, OHIO.

WHEREAS, Ordinance 05-55 was adopted by Newark City Council on December 19, 2005 and approved by the Mayor of the City of Newark on December 20, 2005; and

WHEREAS, Ordinance 05-55 amended the Municipal Code of the City of Newark, Ohio by adding a new Chapter 52.00 Stormwater Utility to the Municipal Code; and

WHEREAS, Ordinance 05-55 provides for the funding of the operation, maintenance, and improvement of the stormwater system within the limits of the City of Newark; and

WHEREAS, Ordinance 05-55 specifies in Section 7(3): “City Council shall, by resolution, establish the base rate for the stormwater utility service charge. The base rate shall be calculated to ensure adequate revenues to fund the expenditures of stormwater management and to provide for the operation, maintenance, and capital improvements of the stormwater system within the city limits.”; and

WHEREAS, the Public Service Committee of the Newark City Council met on October 6, 2025 and approved submission of the legislation for full council consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING, AND STATE OF OHIO, THAT;

Section 1: In accordance with Ordinance 05-55 Section 7(3) the base rate for the stormwater service charge shall hereby be set in accordance with the table.

| <u>Rate/ERU/Month</u> | <u>Effective Date</u> |
|-----------------------|-----------------------|
| \$8.05 | 1/1/2026 |
| \$8.41 | 1/1/2027 |
| \$8.79 | 1/1/2028 |
| \$9.19 | 1/1/2029 |
| \$9.60 | 1/1/2030 |
| \$10.03 | 1/1/2031 |
| \$10.48 | 1/1/2032 |
| \$10.95 | 1/1/2033 |
| \$11.44 | 1/1/2034 |
| \$11.95 | 1/1/2035 |

Note: ERU is the abbreviation for Equivalent Residential Unit as defined in Ordinance 05-55

Section 2: This resolution shall become effective at the earliest time permitted in accordance with Article 4.07 of the Charter of the City of Newark, Ohio.

Passed this _____ day of _____, 2025.

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

DATE FILED WITH MAYOR: _____

DATE APPROVED BY MAYOR: _____

MAYOR

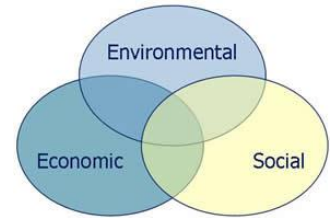
FORM APPROVED: _____
DIRECTOR OF LAW

Prepared by the Division of Water and Wastewater

Department of Public Service

Division of Water and Wastewater

Request for Legislation



Project Title: Stormwater Rates

A RESOLUTION ESTABLISHING RATES FOR THE STORMWATER UTILITY SERVICE CHARGE AS AUTHORIZED BY CODIFIED ORDINANCE OF THE CITY OF NEWARK, OHIO.

Background/Purpose:

The City of Newark completed a stormwater rate analysis in 2025 to evaluate current revenue and expenses of the Utility. Additionally, it evaluated future Capital investment needs for High, Medium and Low priority stormwater projects. Based on anticipated revenues, the Stormwater Utility is prepared to complete seven High Priority projects over the next 10 years pending passage of the proposed rate increase which will provide additional revenue to adequately cover the required debt to construct the projects.

Scope of Work:

The table below shows the High Priority projects expected to be completed over the next 10 years. It is anticipated design of the projects will be funded with Stormwater cash and the construction will be with Bonds or OWDA loans. The current total cost in 2024 dollars is approximately \$12M.

Table 6 Stormwater System Capital Projects Identified by the City

| Project Name | Original Cost Estimate | Cost Estimate Date | ENR Index | Projected Cost October 2024 |
|---|------------------------|--------------------|-----------|-----------------------------|
| High Priority | | | | |
| River Road Culvert | Completed | | | |
| Levee Gate Closure Improvements | \$669,500 | Dec-23 | 13,515 | \$675,319 |
| Cherry Valley Road Stormwater Master Plan – Cherry Valley Rd. | \$1,762,846 | Aug-19 | 11,311 | \$2,124,615 |
| Buckeye Corridor Drainage Study – Wells Ave. | \$3,179,236 | May-24 | 13,532 | \$3,202,680 |
| Buckeye Corridor Drainage Study – Buckeye Ave. | \$3,465,500 | Aug-20 | 11,455 | \$4,124,214 |
| Cherry Valley Stormwater Master Plan – Coffman Rd. | \$567,360 | Aug-19 | 11,311 | \$683,798 |
| Buckeye Corridor Drainage Study – Steel Ave. | \$1,097,900 | Aug-20 | 11,455 | \$1,306,586 |
| Total – High Priority Projects | \$10,742,342 | | | \$12,117,164 |

The goal of completing the High Priority projects is to improve conditions in known problem areas of the City where stormwater flooding occurs and stormwater infrastructure is failing.

Additional, approximately \$13M of Medium Priority projects listed below will be evaluated for completion and prioritized as required.

| Medium Priority | | | | |
|---|---------------------|--------|--------|---------------------|
| Presidential Estates | \$2,059,851 | 2006 | 7,446 | \$3,771,201 |
| Horns Hill Road Area | \$1,715,703 | 2006 | 7,446 | \$3,141,131 |
| Newark Granville Road (Westwood) | \$407,700 | 2006 | 7,446 | \$746,422 |
| Tall Oaks Condos/Country Club Dr. | \$707,910 | 2006 | 7,446 | \$1,296,050 |
| Brittany Hills (West end of Londondale Pkwy.) | \$2,920,500 | 2006 | 7,446 | \$5,346,888 |
| Krebs/Craig | \$1,167,975 | 2006 | 7,446 | \$2,138,343 |
| Wellington/New Haven | \$2,868,750 | 2006 | 7,446 | \$5,252,143 |
| Cedarcrest/Clarendon | \$112,500 | 2006 | 7,446 | \$205,966 |
| Edgemont/Beacon | \$2,124,000 | 2006 | 7,446 | \$3,888,646 |
| Hollandar/Maples | \$2,655,000 | 2006 | 7,446 | \$2,430,404 |
| Gregory Park | \$1,090,650 | 2006 | 7,446 | \$1,996,776 |
| Churchill Downs/Derby Downs | \$1,895,025 | 2006 | 7,446 | \$3,469,435 |
| Beechwood Area | \$383,725 | 2006 | 7,446 | \$702,529 |
| Larkspur/Skyline | \$1,177,275 | 2006 | 7,446 | \$2,155,370 |
| Buckeye Corridor Drainage Study – S 31 St. – Area 9 | \$773,900 | Aug-20 | 11,455 | \$921,001 |
| Buckeye Corridor Drainage Study – Riley – Area 24 | \$298,900 | Aug-20 | 11,455 | \$355,714 |
| Buckeye Corridor Drainage Study – Ridgefield – Area 25 | \$1,296,900 | Aug-20 | 11,455 | \$1,543,412 |
| Cherry Valley Stormwater Master Plan – Greer Dr. | \$1,578,766 | Aug-19 | 11,311 | \$1,902,774 |
| Cheery Valley Stormwater Master Plan – Reddington/40 th St./Green Meadow | \$596,709 | Aug-19 | 11,311 | \$719,171 |
| Total – Medium Priority Projects | \$25,831,739 | | | \$41,983,376 |

Justification/Urgency:

It is in the best interest of the City to upgrade and maintain stormwater infrastructure so that it will be attractive to potential industries and residents. Ensuring that funds are available to maintain the system is a critical element of the operation of the stormwater utility.

Anticipated Costs and funding source:

It is anticipated the overall cost for this work will be \$12M over a period of 10 years, using 2024 dollars. Funds for these projects would be borrowed and repaid with monthly service charge rates. At the end of 10 years, the debt payments on the borrowed funds will be approximately \$2M per year to repay this debt.

Schedule or Term of Contract:

Loans or Bonds of up to 20-years will be issued for these projects and it would be anticipated that it will take 10 years to get these projects completed.

Environmental Impact:

One of the goals of the Stormwater Utility is to use green infrastructure when feasible. Since these projects will impact the quality of water in our city, every effort will be made to incorporate green infrastructure into these projects as well as replacing failing infrastructure and installing stormwater drainage in areas that currently do not have stormwater collection systems.

Governance:

Per Ordinance 05-55, Stormwater Rates are set by action of Council with a Resolution. The proposed Resolution will establish a rate structure for the next 10 years to ensure adequate revenue to cover future O&M costs and additional project debt.

Infrastructure Sustainability:

For many years the stormwater infrastructure within the City was ignored. Over the past 10 years many improvements have been made. It is critical to continue to upgrade the system and add infrastructure to meet current demands and also prepare for future growth.

Community Impact:

A typical residential property will expect a monthly increase of \$0.35 or \$4.20 per year in 2026. The High Priority projects will resolve flooding areas that have plagued the Cherry Valley Road area and Buckeye Avenue for many years. Not only does this drive down property values and causes potentially dangerous driving conditions and deteriorates road conditions causing greater paving and maintenance costs.