

CITY COMMISSION AGENDA

November 22, 2016

The Honorable City Commission
The City of Springfield, Ohio

The City Commission will meet in the City Commission Forum at 7:00 p.m. on Tuesday, November 22, 2016.

PUBLIC HEARINGS

242-16 At 6:50 PM, a public hearing to consider the request to amend a G District Plan for 700 S Limestone Street.

243-16 At 6:55 PM, a public hearing to consider the request to rezone 420 S Limestone Street and 420 S Limestone Street Rear from CN-2 UPOD, Neighborhood Commercial District to CC-2 UPOD, Community Commercial District.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

FIRST READINGS – ORDINANCES

The following legislation is being presented for the first time and requires presentation at a second regular meeting before vote on passage. The City Manager recommends passage on December 6, 2016:

242-16 Approving an amendment to the existing G District Plan for approximately 17 acres located at 700 South Limestone Street to allow for additional parking and test gardens as well as to relocate the tennis courts.

243-16 Amending the Zoning Map of Springfield, Ohio by rezoning 0.23 acres at 420 S. Limestone St. and 420 S. Limestone St. Rear, Springfield, Ohio from CN-2 UPOD, Neighborhood Commercial District, to CC-2 UPOD, Community Commercial District.

037-16 Confirming purchases and the obtaining of services for the City and providing for payments therefor,

072-13 Authorizing the exercise of the City's option to renew the contract with KeyBank National Association for Treasury Management/Depository Services and Security Custody Services, for an amount not to exceed \$30,000.00.

262-16 Amending Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, by enacting new Chapter 901 titled *Excavations in the Right-of-Way*, amending Section 903.08 titled *Application for Permit*, and repealing existing Chapter 901 titled *Improvements and Excavations* and existing Section 903.08.

263-16 Authorizing an Employment Incentive Agreement with EF Hutton America, Inc. to incentivize relocation to facilities in downtown Springfield located at One Main Street and 19 S. Fountain Ave. to create employment in the City; authorizing the City Manager, Finance Director and Law Director to do all things necessary to implement the said Employment Incentive Agreement.

264-16 Authorizing the City Manager to enter into a Jobs and Commerce Economic Development Agreement with the Ohio Department of Transportation for aid in the financing of the construction of a new asphalt apron at the Springfield-Beckley Municipal Airport in an amount not to exceed \$100,000.00; authorizing the City Manager, Finance Director and Law Director to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said Jobs and Commerce Economic Development Agreement and to comply with all relevant local, state and federal legal requirements.

265-16 Authorizing the City Manager to enter into a Purchase Agreement to sell certain property to Littleton & Rue, Inc.

107-07 Authorizing the City Manager to execute HPRI Program – Amendment No. 10 to the September 29, 2006 Subrecipient Funding Agreement with Neighborhood Housing Partnership of Greater Springfield, Inc., to revise the Work Program Budget and to extend the completion date to December 31, 2017.

180-03 Authorizing the City Manager to execute Emergency Repair Program – Amendment No. 12 to the June 24, 2003 Subrecipient Funding Agreement with Neighborhood Housing Partnership of Greater Springfield, Inc. to revise the Work Program Budget and extend the time of performance through December 31, 2017.

266-16 Authorizing the City Manager to enter into a Grant Agreement with the Springfield Foundation for a grant to partially support CultureFest 2017 in an amount up to \$2,500.00; authorizing the City Manager, Finance Director and Director of Community Development to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant and to comply with all relevant local, state and federal legal requirements.

267-16 Authorizing the City Manager to enter into an Agreement for Consulting Engineering Services with Burgess & Niple, Inc. for the Concrete Inspection and Technical Specifications Project at the Water Treatment Plant, for an amount not to exceed \$105,450.00.

268-16 Amending certain provisions of the Traffic and General Offenses Codes and repealing corresponding sections.

269-16 Authorizing a Development and Use Agreement by and among the Ohio Attorney General's Office, Bureau of Criminal Investigation, the Board of Clark County Commissioners and the City of Springfield, Ohio to provide a functional, staffed crime lab for Law Enforcement use.

SECOND READINGS - ORDINANCES

The City Manager recommends passage of the following legislation, presented for a second time:

231-16 Amending the Zoning Map of Springfield, Ohio by rezoning 0.13 acres at 27 West Cassilly Street, Springfield, Ohio from EC-1, Educational Campus District, to CN-2, Neighborhood Commercial District.

250-16 Authorizing the City Manager to enter into an Engineering Services Agreement with Black & Veatch Corporation for the Primary Effluent Pumps Replacement Evaluation and Design Project, for an amount not to exceed \$108,400.00.

SECOND READING – RESOLUTION

The City Manager recommends passage of the following legislation, presented for a second time:

251-16 Providing certification to the Economic Development Administration pursuant to Section D.03 and VIII.D of the March 15, 1993 Standard Terms and Conditions and the RLF Administrative Manual Grant.

EMERGENCY ORDINANCES

The following emergency legislation is being presented for the first time. The City Manager recommends passage upon approval:

009-16 Providing for the transfer of monies among various funds.

243-14 Authorizing the exercise of the City's option to renew the January 30, 2013 contract with BI Incorporated to obtain electronic probation monitoring services, for an amount not to exceed \$39,000.00 for the period of January 1, 2017 through December 31, 2017, for a total contract amount not to exceed \$162,400.00.

212-12 Authorizing the mutual rescission of the Homeownership Housing Loan Agreement (Home Funded) (810 Clifton Ave. – 2015) with Neighborhood Housing Partnership of Greater Springfield, Inc.

034-11 Authorizing the City Manager to enter into Amendment No. 2 to the New Construction Senior Rental Housing Loan Agreement (HOME Funded) (Community Gardens Pocket Neighborhood Development) with Neighborhood Housing Partnership of Greater Springfield, Inc. to increase HOME CHDO set-aside funding by an additional \$54,070.94 for a total commitment of \$220,907.69 in HOME CHDO set-aside funds.

270-16 Authorizing the City Manager to enter into an agreement with Bonita Scott for the purpose of removing a sewer related health nuisance at 519 North Jackson Street for an amount not to exceed \$6,120.00.

271-16A Consenting to the installation of a traffic signal with a pre-emption system at the Interstate 70 / State Route 72 interchange to provide traffic control for the west bound entrance and exit ramps by the Ohio Department of Transportation (identified as CLA SR 72 6.70, and further identified by PID No. 102840); authorizing the City Manager to enter into agreements with the Director of Transportation of the State of Ohio necessary to complete the project.

271-16B Authorizing the City Manager to enter into a Pre-emption Agreement with the Ohio Department of Transportation in connection with the installation of a traffic signal at the interchange of Interstate 70 and State Route 72.

098-13 Confirming and approving Change Order No. 3 to the contract between the City and A & B Asphalt Corporation for the CLA - Burnett Road Reconstruction, PID No. 94795 project to decrease the contract amount by \$74,573.47, for a total contract amount not to exceed \$515,398.73; authorizing the City Manager to execute said Change Order No. 3.

170-16 Confirming and approving Change Order No. 2 to the contract between the City and The Shelly Company for the 2016 PI Paving Project to decrease the contract amount by \$105,652.87, for a total contract amount not to exceed \$362,027.13; authorizing the City Manager to execute said Change Order No. 2.

029-12 Authorizing the City Manager to enter into a contract with R. B. Jergens Contractors, Inc. for the CLA - Villa Road Project, PID No. 89421 for an amount not to exceed \$1,444,088.57.

016-16 Confirming and approving Change Order No. 9 to the contract between the City and J & J Schlaegel, Inc. for the CLA-Little Miami Trail Extension Project, PID No. 82314 to increase the contract amount by \$17,306.21, for a total contract amount not to exceed \$980,164.72; authorizing the City Manager to execute said Change Order No. 9.

188-16 Confirming and approving Change Order No. 2 to the contract between the City and Calvary Contracting Inc. for the Springfield-Beckley Municipal Airport Final Denial Barriers at the Entry Control Point project to increase the contract amount by \$1,269.03, for a total contract amount not to exceed \$136,269.03; authorizing the City Manager to execute said Change Order No. 2.

LIQUOR PERMITS

The City Manager recommends that the following report be received and filed with the City Clerk and the Clerk is directed to not request a hearing, as any concerns or issues that the City might have, will be addressed through the building permit and Certificate of Occupancy processes:

259-16 Notification from the Ohio Department of Liquor Control of a request for a transfer liquor permit from Jack Levan, 1647 N Plum Street, Springfield, OH 45504 to Ridgewood Café, LLC, 1647 N Plum Street, Springfield, OH 45504.

NEW ITEMS ON THE AGENDA

REMARKS FROM THE AUDIENCE

Respectfully submitted,



Jim Bodenmiller
City Manager



MOTION SHEET

DATE: October 11, 2016

TO: City Commission

FROM: City Planning Board

SUBJECT: REZONING EXISTING DEVELOPMENT PLAN 16-Z-10

REQUEST: Amend a G District Plan

RECOMMENDED ACTION: 14 Day Ordinance

Nov. 22, 2016
6:50 pm

The following motion was made at the regular October 10, 2016 City Planning Board meeting:

MOTION: Ms. George made a motion to approve an amend a G District Plan for 700 S Limestone St.
Seconded by Ms. Lewis-Campbell

VOTE: YEAS: Ms. Lewis-Campbell, Ms. Anderson, Ms. George, and Ms. Roberge NAYS: Mr. Harris
Motion approved.

cc: Tom Franzen
Connie Chappell

Respectfully submitted,

Stephen Thompson
Planning Zoning and Code Administrator

Attachments:

1. Staff Report
2. Application and Attachments

Staff Report

TO: City Planning Board

DATE: October 5, 2016

PREPARED BY: Stephen Thompson

SUBJECT: Rezoning Case #16-Z-10

GENERAL INFORMATION:

Applicant: Kapp Construction, PO Box 629, Springfield, OH 45501

Owner: Board of Education City of Springfield

Requested Action: Approve the G District plan amendment.

Purpose: To allow for increased parking and new entrance

Location: 700 S Limestone St.

Size: 17.17 acre

Existing Land Use and Zoning: School, G, Green Space, Park, and School District

Surrounding Land Use and Zoning: North: Residential and Commercial, CN-2 UPOD, Neighborhood Commercial District and RS-8, Medium-Density, Single Family Residence District
East: Residential, RS-8, Medium-Density, Single Family Residence District
South: Residential, RS-8, Medium-Density, Single Family Residence District and RM-12, Low-Density, Multi-Family Residence District
West: Commercial and Residential, CO-1, Commercial Office District and RM-12, Low-Density, Multi-Family Residence District

Applicable Regulations: Chapter 1173. Zoning Districts and Map

File Date: September 23, 2016

BACKGROUND:

The applicant is requesting to amend an existing G District Plan. Changes include adding an additional 116 parking spaces south of the exiting parking lot, expanding the curb cut to the parking lot and adding a right turn only exit, directing all traffic southbound on Clifton Ave., and a new entrance off of S Limestone Street and one way drive to the north end of the property.

Staff Report

These changes are to accommodate additional educational programs.

ANALYSIS:

Land Use Plan and Zoning:

The Crossroads Comprehensive Plan for Clark County Communities shows this area as “Mixed Use.”

The purpose of the G district is to provide and maintain lands for open space and for essential public service

Existing Community Land Use:

The proposed zoning is conforming to the existing land use.

Thoroughfare Plan:

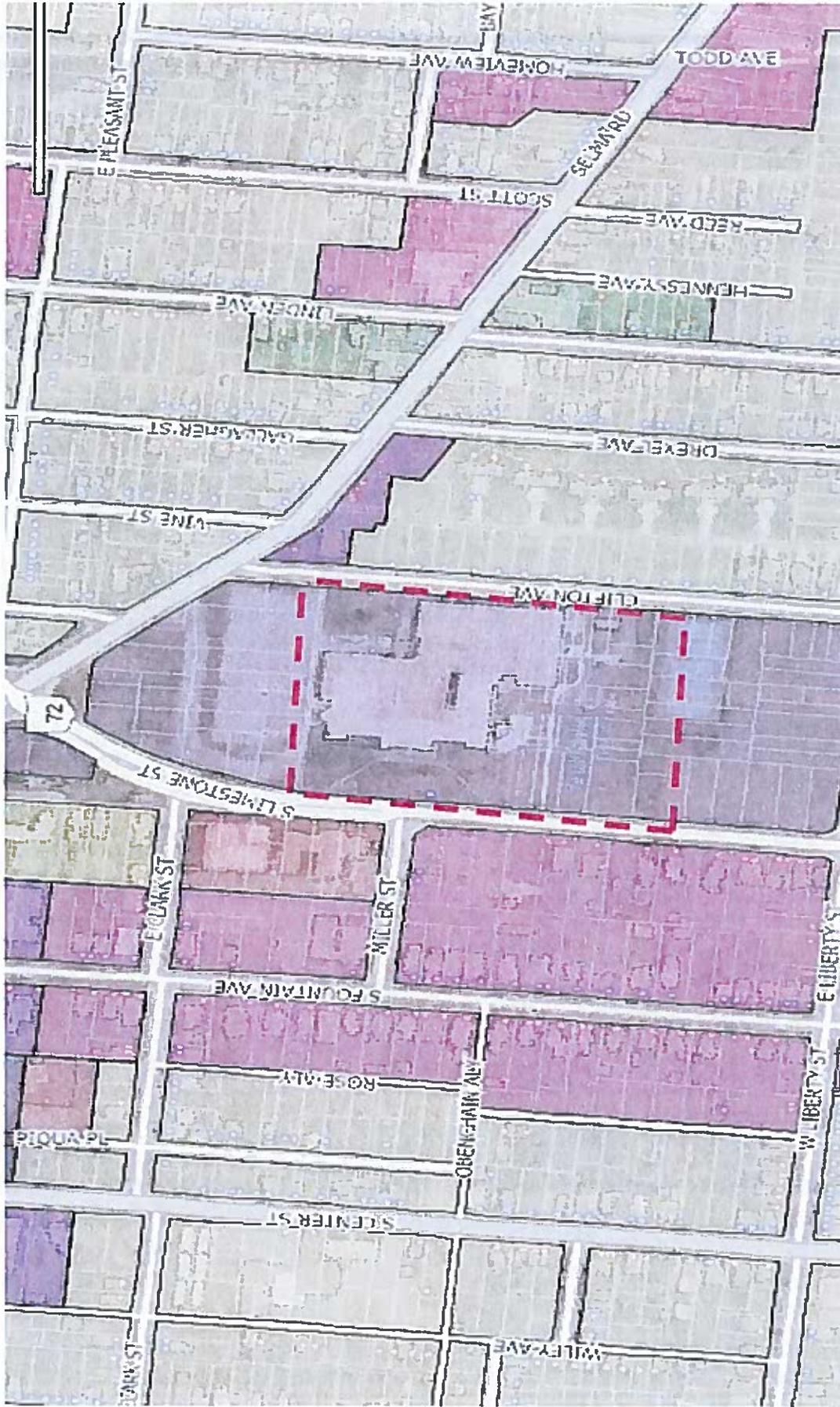
S Limestone Street is classified as a Primary Arterial roadway.

STAFF RECOMMENDATION:

Approval of the request to amend an existing G District plan.

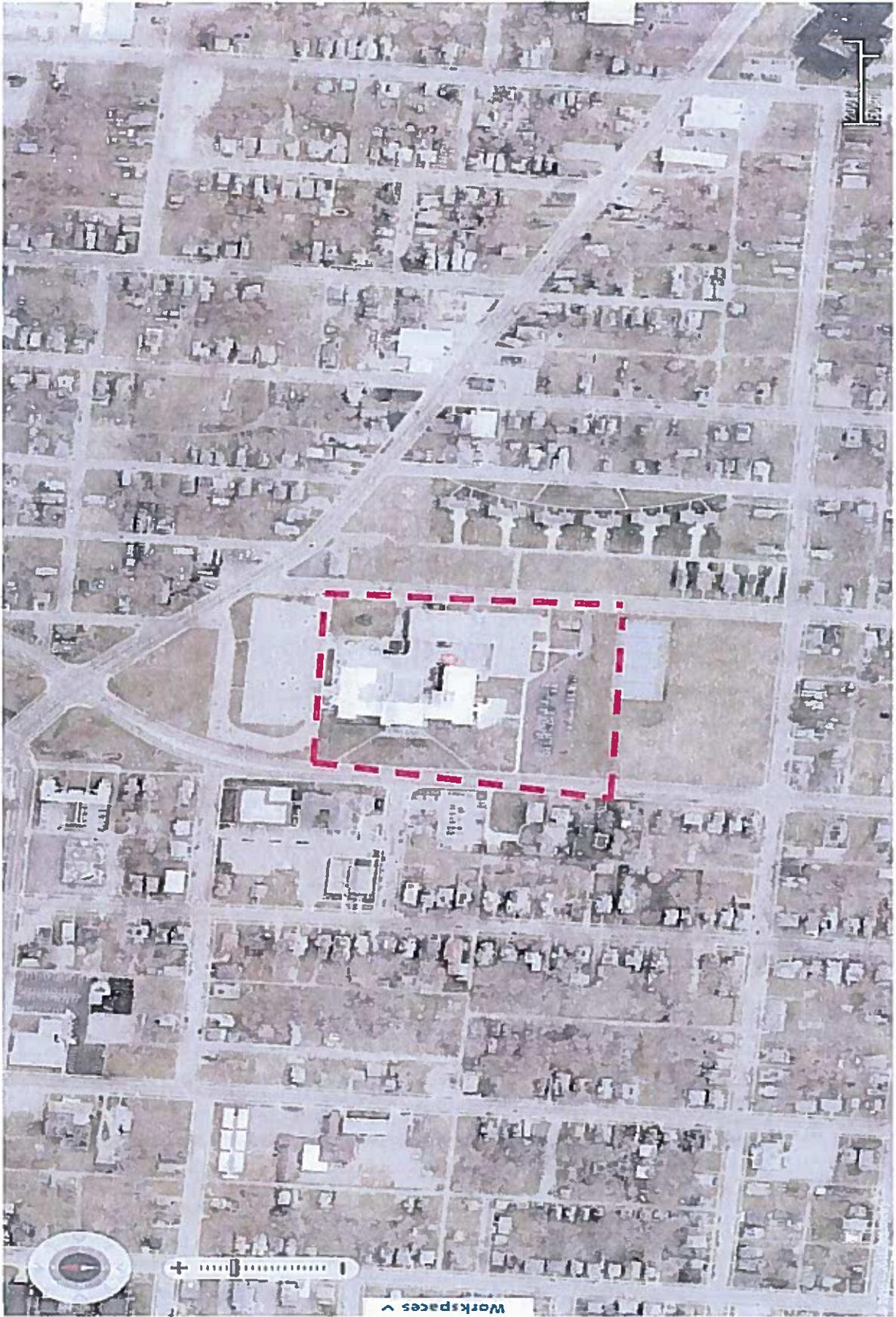
ATTACHMENTS:

1. Vicinity and zoning map
2. Application



G District Amendment Case # 16-Z-10

Request to amend a G District plan at





CLIFTON AVENUE (60')

EXISTING EXTERIOR CHINA SUI



EXISTING SOUTH HIGH SCHOOL BUILDING

EXISTING SOUTH ENTRANCE

EXISTING NORTH ENTRANCE

NEW #1 CONCRETE WALK

SCHOOLBUS PICK-UP

REMOVE WALK, PAINTED CROSS WALK

EXISTING PARKING (RESURFACE)

15 SPACES - 5 HANDICAP CAR SPACES
1 VAN ACCESSIBLE SPACE

EXISTING WALK - STUDENT PICK-UP

NEW #2 CONCRETE WALK - STUDENT PICK-UP

SYMBIT 2



Planning & Zoning

FOR PLANNING USE ONLY	
Case #:	<u>16-112</u>
Date Received:	<u>JIS</u>
Received by:	<u>9-23-16</u>
Application Fee: \$	<u>285.</u>
Review Type:	<input type="checkbox"/> Admin <input checked="" type="checkbox"/> CPB <input type="checkbox"/> BZA

16-2-10

A. PROJECT General Application

- 1. Project Name: Global Impact STEM Academy - Phase II
- 2. Application Type & Project Description (attach additional information, if necessary):
Amend a G District
- 3. Address of Subject Property:
700 S Limestone Street, Springfield, OH 45505
- 4. Parcel ID Number(s):
See attached
- 5. Full legal description attached? yes no
- 6. Size of subject property: 17.17 Acres
- 7. Existing Use of Property:
School
- 8. Existing Zoning of Property:
G

B. APPLICANT

- 1. Applicant's Status (attach proof of ownership or agent authorization) Owner
 Agent (agent authorization required) Tenant (agent authorization required)

2. Name of Applicant(s) or Contact Person(s): Sam Melish
 Title: Project Manager
 Company (if applicable): Kapp Construction, Inc.
 Mailing address: PO Box 629
 City: Springfield State: OH ZIP: 45501
 Telephone: () 937-324-0134 FAX: () 937-324-3406
 Email smelish@kappconstruction.com

3. If the applicant is agent for the property owner:
 Name of Owner (title holder): Board of Education - City of Springfield

Mailing Address: 1500 West Jefferson Street

City: Springfield State: OH ZIP: 45506

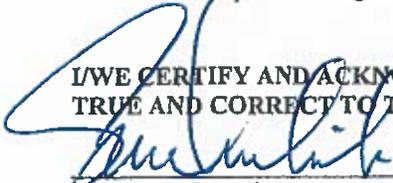
C. Additional Information

1. Is there any additional contract for sale of, or options to purchase, the subject property? Yes No

If "yes," list names of all parties involved:

Is the contract/option contingent or absolute? Contingent Absolute

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.



Signature of Applicant

Signature of Co-applicant

Sam Melish

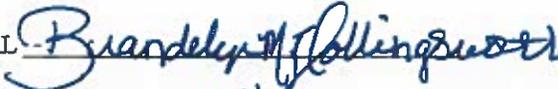
Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Ohio County of Clark

The foregoing application is acknowledged before me this 23rd day of September 2016 by

Sam Melish, who is/are personally known to me, or who has/have produced Ohio License as identification.

NOTARY SEAL 
Signature of Notary Public, State of OH



Brandelyn M. Hollingsworth
Notary Public - Ohio
Clark County
My Commission Expires
July 19, 2019



CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

PD, CC-2A, OPD-H OR G DISTRICT DEVELOPMENT PLAN/
OR AMEND AN EXISTING DEVELOPMENT PLAN

Date 9/23/2016

Property Address 700 S Limestone Street, Springfield, OH 45505

Please check one: OPD-H Dev Plan CC-2-A Dev Plan PD G District

The undersigned petitions for the proposed/or amendment to the development plan for 1.5 acres at 700 S Limestone Street (street address or simple location description):

Exhibit A

Attach either a metes and bounds description or subdivision and lot number description.

Exhibit B

Attach a site plan of the petitioned lands and all other properties within 200 feet.

Exhibit C

Two (2) sets of mailing labels with the names and tax mailing addresses of all property owners within 200 feet of any part of the petitioned property and a label with the applicant's mailing address.

Directions for obtaining a list of Tax Mailing Addresses:

- Go to the Tax Map Department at the A. B Graham Building – 31 N Limestone Street, Springfield, OH 45502

Do not list tenants of properties or banks holding a loan on the property.

Exhibit D

Attach a full description of the proposed development plan/ or amendment to the development plan including a site plan and all required associated materials according to the zoning request.

Exhibit E

1. Does the proposed change in zoning conform to City's adopted Thoroughfare Plan? Will it adversely affect the capacity of the present road system in the area?
2. Are adequate sanitary sewer, water, and storm drainage facilities available? YES

Exhibit F

List reasons for the requested action.

- 1) Provide new educational building space,
- 2) Provide adequate student parking,
- 3) Improve traffic patterns,
- 4) Provide enhanced student pedestrian safety

The undersigned deposes and states that I am the owner or authorized agent of the property involved in this petition.

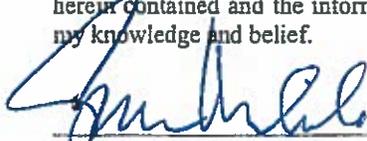


 Signature

AFFIDAVIT

STATE OF OHIO)
) SS:
 COUNTY OF CLARK)

I, Sam Melish, being duly sworn, depose and say that I am an authorized agent of the development plan involved in this petition and that the foregoing signatures, statements, and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.



 Signature

329 Mount Vernon Avenue

 Address

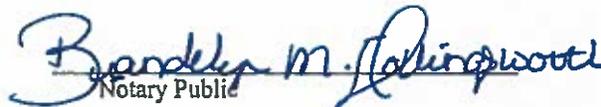
937-324-0134

 Telephone

Springfield, OH 45503

 City, State, and Zip Code

Subscribed and sworn to before me this 23rd day of September, 2016.



 Notary Public



Brandelyn M. Hollingsworth
 Notary Public - Ohio
 Clark County
 My Commission Expires
 July 19, 2019



CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

PROPERTY OWNER AFFIDAVIT (IF NECESSARY)

To be filed in the Community Development Department, office of the Planning & Zoning Administrator.

Address: 700 South Limestone Street, Springfield, OH 45505

Parcel No.: See Attached

Acreage: _____

Agent Name: Kapp Construction, Inc.

Agent Tax Mailing Address: PO Box 629 Springfield, OH 45501

Agent Phone Number: 937-324-0134

Owner Name: Board of Education - City of Springfield

Owner Tax Mailing Address: 1500 West Jefferson Street, Springfield, OH 45506

Owner Phone Number: 937-505-2800

Requested Action Modify an existing G district

(to be conducted by
Agent, authorized by
owner): Sam Melish/Kapp Construction, Inc.

I hereby certify that:
I am the property owner of record. I authorize the above listed agent to act on my
behalf for the purposes of this application.

Property owner
signature: [Signature]

Printed name: Paul Szymanski

Date: 9/23/16

The foregoing affidavit is acknowledged before me this 23rd day of September 2016

by Paul Szymanski, who is/are personally known to me, or
who has/have produced Ohio License as identification.

NOTARY SEAL Brandelyn M. Hollingsworth

Signature of Notary Public, State of OH



Brandelyn M. Hollingsworth
Notary Public - Ohio
Clark County
My Commission Expires
July 19, 2019

GLOBAL IMPACT STEM ACADEMY – PHASE II PROJECT

City Of Springfield Board Of Education Parcel Nos.

34007000342251004	34007000344011001
34007000342251006	34007000344011002
34007000342251007	34007000344011003
34007000342251008	34007000344011004
34007000342251009	34007000344011005
34007000342251010	34007000344011006
34007000342251011	34007000344011007
34007000342251014	34007000344011008
34007000342251015	34007000344011010
34007000344001003	34007000344011011
34007000344001005	34007000344011015
34007000344001006	34007000344011016
34007000344001007	34007000344011017
34007000344001008	34007000344011018
34007000344001009	34007000344011019
34007000344001010	34007000344011020
34007000344001014	34007000344011021
34007000344001015	34007000344011022
34007000344001016	34007000344011023
34007000344001017	34007000344011024
34007000344001018	34007000344011025
34007000344001019	34007000344011026
34007000344001020	34007000344011027
34007000344001021	34007000344011028
34007000344001022	34007000344011029
34007000344001023	34007000344011030
34007000344001024	
34007000344001025	
34007000344001026	
34007000344001027	
34007000344001029	
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34007000344001034	
34007000344001036	
34007000344001037	
34007000344001038	
34007000344001039	
34007000344001040	
34007000344001041	

The City of Springfield
CPB Rezoning PD, CC2A, OPD-H or G District

Property Owner – Board of Education of the City of Springfield School District
Project Name – **Global Impact STEM Academy - Phase II** Parking and Agricultural
Laboratory Improvements

Exhibit A

The school board has acquired title over a long period of time through many deeds. A current consolidated legal description is not available. The general description is as follows:

Being in the City of Springfield, County of Clark, State of Ohio and being all of the real estate lying north of Liberty Street, east of South Limestone Street, west of Clifton Avenue and south of Selma Road containing approximately 17.17 acres of land.



David G. Welch
235 Selma Road
Springfield, Ohio 45505

Ne
90
Sp

Martha M. Robinson
121 E. Liberty St.
Springfield, Ohio 45505

The City Of Springfield Ohio
Attn: Robert Mauch, Treasurer
76 E. High Street
Springfield, Ohio 45502

Gayle Sarff
910 Clifton Ave.
Springfield, Ohio 45505

Mary E. Shropshire
119 E. Liberty St.
Springfield, Ohio 45505

Neighborhood Housing Part
527 E. Home Road
Springfield, Ohio 45503

Larry J. Gilbert
P.O. Box 2653
Springfield, Ohio 45501

David A. Hoagland
2032 Sunset Ave.
Springfield, Ohio 45505

Camille E. Rucker
814 Clifton Ave.
Springfield, Ohio 45505

Kyle Robert Cottrell
903 Clifton Ave.
Springfield, Ohio 45505

The Society Of St. Vincent
Depaul, Inc.
P.O. Box 94
Springfield, Ohio 45501

Queen B. Traylor
822 Clifton Ave.
Springfield, Ohio 45505

Lekian K. Powell
905 Clifton Ave.
Springfield, Ohio 45505

Gabriel S. Hensley
5039 Willowdale Rd.
Springfield, Ohio 45502

Charlene Johnson
824 Clifton Ave.
Springfield, Ohio 45505

Rolland Vollbehr
342 Stretter Hill Rd.
West Chesterfield, NH 03466

Herbert Dooley
2508 Summit Dr.
Sebring, FL 33870

Victoria L. Carmona
830 Clifton Ave.
Springfield, Ohio 45505

Robert Swayne
7888 Sunrise Dr.
Springfield, Ohio 45502

DND Property Management LTD
143 Ravenwood Dr.
Springfield, Ohio 45505

Allan D. Rucker
834 Clifton Ave.
Springfield, Ohio 45505

Golden Dreams Holdings LLC
512 W. Mulberry St.
Springfield, Ohio 45506

New Ohio Investments LLC
P.O. Box 2699
Springfield, Ohio 45501

Timur Time, LLC
826j Sylvania Shores Dr.
South Vienna, Ohio 45369

Stephen Gudorf
2000 Folk Ream Rd.
Springfield, Ohio 45502

Samuel E. Holbrook
809 Applewood Dr.
New Carlisle, Ohio 45344

Industry Mortgage Company
209 E. Liberty Ave.
Springfield, Ohio 45506

Michael P. Doyle
56 Somersby Way
Farmington, CT 06032

Matt Talbot House, Inc.
P.O. Box 1301
Springfield, Ohio 45501





Timothy Davis
803 S. Limestone St.
Springfield, Ohio 45505

Jeff A. Butterfield
2969 Urbana Rd.
Springfield, Ohio 45503

John Hamilton
741 S. Limestone St.
Springfield, Ohio 45505

Elmer Arvin
137 E. Pleasant St.
Springfield, Ohio 45505

John B. Stoner
4617 Clark Rd.
Urbana, Ohio 43078

Charles Milton
P.O. Box 474
Springfield, Ohio 45501

Jordan H. Copeland
727 S. Limestone St.
Springfield, Ohio 45505

Ronald D. Spriggs
516 S. Spring St.
Springfield, Ohio 45505

Rocking Horse Childrens
Health Center
P.O. Box 1087
Springfield, Ohio 45501-1087

Jodie L. Arbuckle
218 Selma Rd.
Springfield, Ohio 45505

Patrick W. McCurdy
135 W. Possum Rd.
Springfield, Ohio 45506

Blanche E. Murray
4616 Tulane Rd.
Springfield, Ohio 45503

McCurdy & Beneke
135 W. Possum Rd.
Springfield, Ohio 45506

James David Payton
1853 Winding Trail
Springfield, Ohio 45503

Joyce McCurdy
135 W. Possum Rd.
Springfield, Ohio 45506

Ronald Daugherty
932 Sherman Ave.
Springfield, Ohio 45503

David M. McDargh
519 S. Limestone St.
Springfield, Ohio 45505

Shon Mongold
816 Rodgers Dr.
Springfield, Ohio 45503

Sustainable Lifestyles
1016 Oakleaf Ave.
Springfield, Ohio 45506

Thomas E. Pearl
532 Vine St.
Springfield, Ohio 45505



David G. Welch
235 Selma Road
Springfield, Ohio 45505

Nathaniel F. Tjaden
906 Clifton Ave.
Springfield, Ohio 45505

Martha M. Robinson
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Springfield, Ohio 45505

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Farmington, CT 06032

Matt Talbot House, Inc.
P.O. Box 1301
Springfield, Ohio 45501

Timothy Davis
803 S. Limestone St.
Springfield, Ohio 45505

Jeff A. Butterfield
2969 Urbana Rd.
Springfield, Ohio 45503

John Hamilton
741 S. Limestone St.
Springfield, Ohio 45505

Elmer Arvin
137 E. Pleasant St.
Springfield, Ohio 45505

John B. Stoner
4617 Clark Rd.
Urbana, Ohio 43078

Charles Milton
P.O. Box 474
Springfield, Ohio 45501

Jordan H. Copeland
727 S. Limestone St.
Springfield, Ohio 45505

Ronald D. Spriggs
516 S. Spring St.
Springfield, Ohio 45505

Rocking Horse Childrens
Health Center
P.O. Box 1087
Springfield, Ohio 45501-1087

Jodie L. Arbuckle
218 Selma Rd.
Springfield, Ohio 45505

Patrick W. McCurdy
135 W. Possum Rd.
Springfield, Ohio 45506

Blanche E. Murray
4616 Tulane Rd.
Springfield, Ohio 45503

McCurdy & Beneke
135 W. Possum Rd.
Springfield, Ohio 45506

James David Payton
1853 Winding Trail
Springfield, Ohio 45503

Joyce McCurdy
135 W. Possum Rd.
Springfield, Ohio 45506

Ronald Daugherty
932 Sherman Ave.
Springfield, Ohio 45503

David M. McDargh
519 S. Limestone St.
Springfield, Ohio 45505

Shon Mongold
816 Rodgers Dr.
Springfield, Ohio 45503

Sustainable Lifestyles
1016 Oakleaf Ave.
Springfield, Ohio 45506

Thomas E. Pearl
532 Vine St.
Springfield, Ohio 45505

The City of Springfield
CPB Rezoning PD, CC2A, OPD-H or G District

Property Owner – Board of Education of the City of Springfield School District
Project Name – **Global Impact STEM Academy - Phase II**
Parking and Agricultural Laboratory Improvements

Exhibit D

Description of proposed development:

Proposed work shall include:

Approximately 7,000 S.F. Agricultural Laboratory to facilitate related educational programs at the STEM Academy.

One new "entrance only" curb cut on the east side of Limestone Street and a new 24 foot wide school bus only asphalt pavement "one way" drive past the main westerly entrance of the school building to facilitate safer school bus pick up and drop off of students.

Modification of existing driveway cut along Clifton Avenue. Exit from the lot will be a right turn only to eliminate left turning traffic that needs to cross the southbound lane and to increase exit capacity of the lot by directing all traffic to the south.

New asphalt pavement for construction of approximately 116 additional parking spaces to accommodate increased student parking requirements.

The City of Springfield
CPB Rezoning PD, CC2A, OPD-H or G District

Property Owner – Board of Education of the City of Springfield School District
Project Name – **Global Impact STEM Academy - Phase II**
Parking and Agricultural Laboratory Improvements

Exhibit E

1. The proposed project **does** conform to the City's adopted Thoroughfare Plan.
The project **will not** adversely affect the capacity of the present road system.
2. There are adequate sanitary sewer, water and storm drainage facilities available.

The City of Springfield
CPB Rezoning PD, CC2A, OPD-H or G District

Property Owner – Board of Education of the City of Springfield School District
Project Name – **Global Impact STEM Academy - Phase II**
Parking and Agricultural Laboratory Improvements

Exhibit F

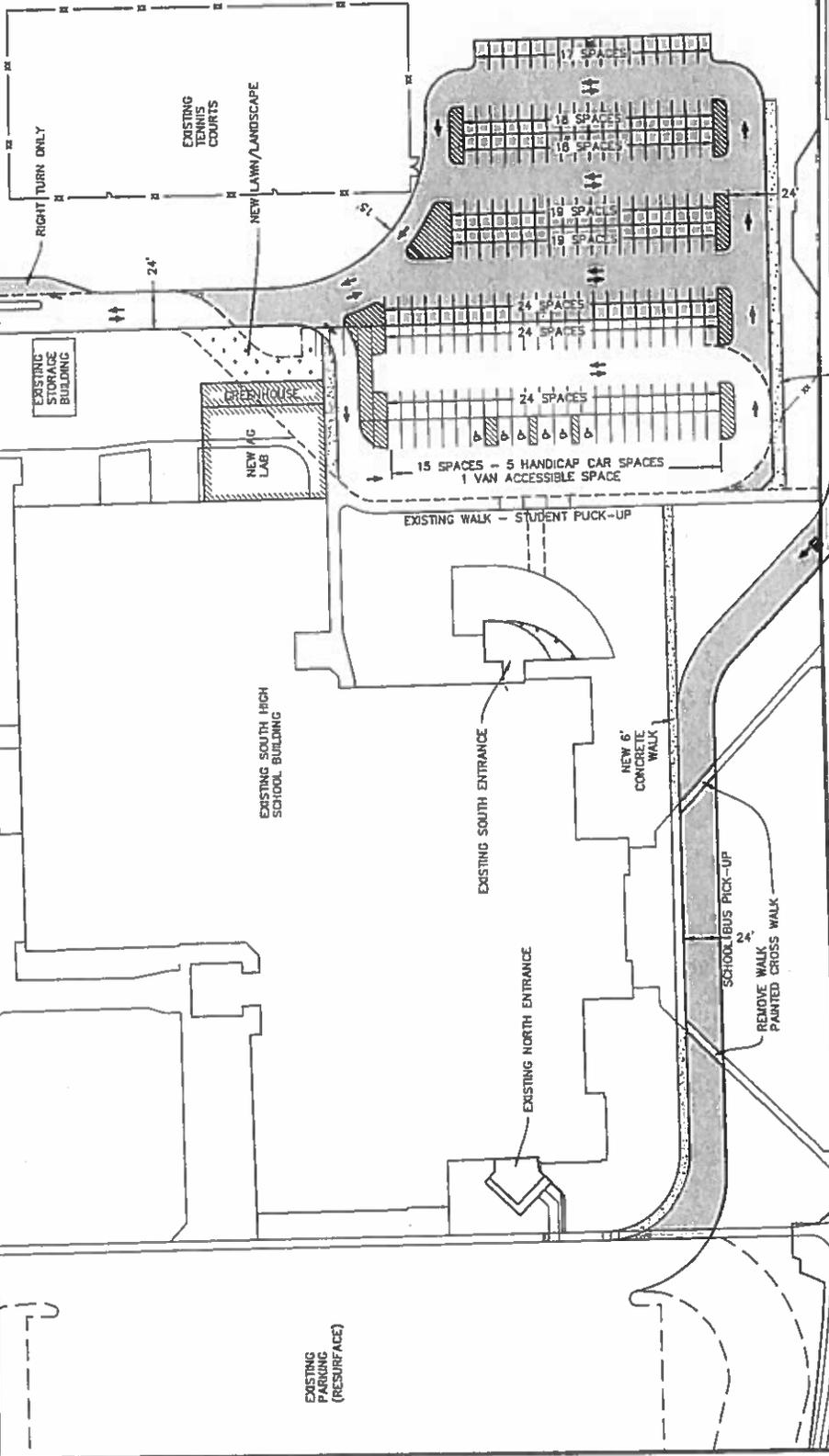
The Global Impact STEM Academy has successfully provided an alternative education format for students. The immediate success of the program requires that the project as described be approved to:

1. Provide additional educational space for the agricultural laboratory needed to support the current and future curriculum.
2. Provide a safe access point for students riding school busses.
3. Accommodate better flow of student, visitor and faculty vehicular traffic off and onto Clifton Avenue.
4. Enhance the safety of students being picked up and dropped off by private vehicles.
5. Provide adequate parking for current and anticipated future student drivers.



CLIFTON AVENUE (60')

EXTEND EXISTING CURB OUT



EXISTING PARKING (RESURFACE)

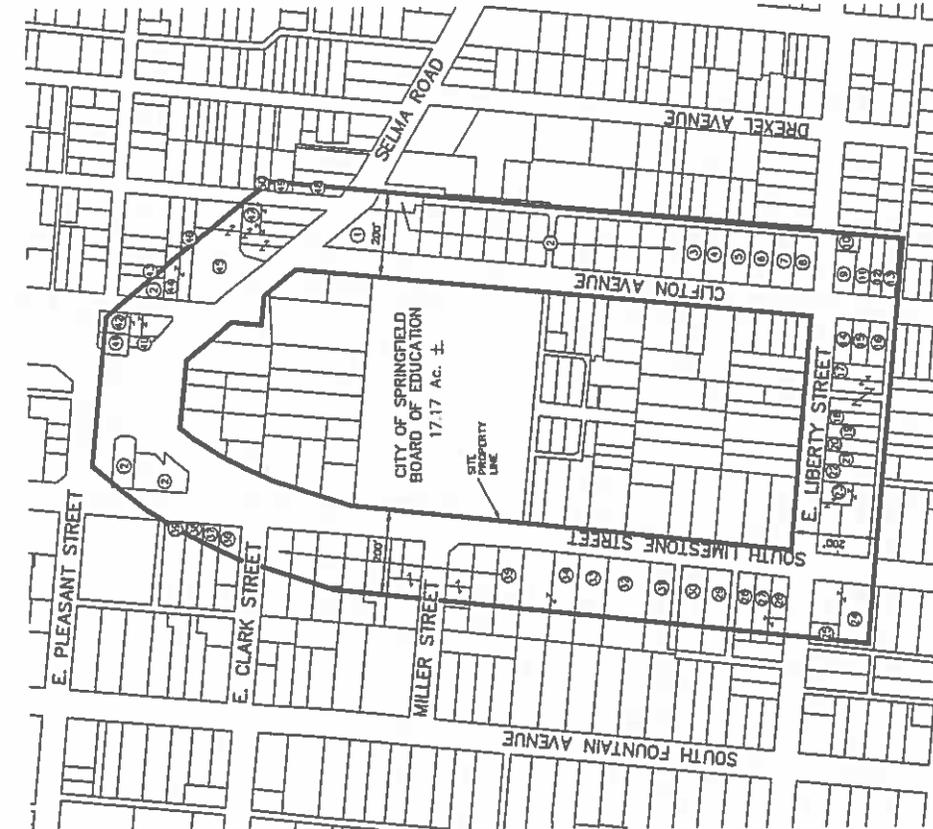
PARKING SPACES
 178 PARKING SPACES
 5 HANDICAP SPACES
 1 VAN ACCESSIBLE



EXHIBIT B
CITY OF SPRINGFIELD BOARD OF EDUCATION
 GLOBAL IMPACT STEM ACADEMY - PHASE II
 CITY OF SPRINGFIELD
 CLARK COUNTY, OHIO

McCARTY ASSOCIATES, LLC
 ARCHITECTS—ENGINEERS—SURVEYORS
 211 N. INDUSTRIAL, JILLISBORO, OHIO 43131 TEL: 937-393-9911 FAX: 937-363-2488
 1315 ST. RT. 28 SUITE E. LOVELAND, OHIO 43140 TEL: 513-722-0300 FAX: 513-722-0300
 304 E. MARKET ST., WASHINGTON C.H., OHIO 43160 TEL: 740-333-3816 FAX: 740-333-3828
 WWW.MCCARTYASSOCIATES.COM

DATE	SCALE	PROJECT NO.
SEPTEMBER 22, 2016	1"=50'	S16-231
		1/2



- 1 David C. Welch
235 S. Main St.
Springfield, Ohio 45505
- 2 The City Of Springfield, Ohio
Attn: Robert Knoch, Treasurer
78 E. High Street
Springfield, Ohio 45502
- 3 Neighborhood Hearing Part
537 E. Howe Road
Springfield, Ohio 45503
- 4 Corinne C. Rucker
Springfield, Ohio 45505
- 5 Brent B. Traylor
Springfield, Ohio 45505
- 6 Charles Johnson
824 Clifton Ave.
Springfield, Ohio 45505
- 7 Victoria L. Commins
830 Clifton Ave.
Springfield, Ohio 45505
- 8 Allen D. Rucker
834 Clifton Ave.
Springfield, Ohio 45505
- 9 Triner Trax, LLC
2281 Syracuse Shores Dr.
South Warren, Ohio 45569
- 10 Industry Mortgage Company
Springfield, Ohio 45508
- 11 Nicholas F. Tipler
908 Clifton Ave.
Springfield, Ohio 45503
- 12 Corla Scott
910 Clifton Ave.
Springfield, Ohio 45505
- 13 Larry J. Gilbert
P.O. Box 2833
Springfield, Ohio 45501
- 14 R4 Robert Currell
803 Clifton Ave.
Springfield, Ohio 45505
- 15 LeAnn K. Powell
Springfield, Ohio 45505
- 16 Robert M. Mabe
142 Stiller HW Rd.
West Chester, OH 93186
- 17 Robert Sargent
7888 Santee Dr.
Springfield, Ohio 45507
- 18 Edwin Dreams Holdings LLC
312 W. Muberry St.
Springfield, Ohio 45508
- 19 Stephen Guler
2000 Fala Room Rd.
Springfield, Ohio 45502
- 20 Michael P. Doyle
56 W. Main St.
Farmington, CT 06032
- 21 Martin A. Redstein
Springfield, Ohio 45503
- 22 Mary E. Chesapeake
119 E. Liberty St.
Springfield, Ohio 45505
- 23 Donald A. Hoopland
2032 Sunset Ave.
Springfield, Ohio 45505
- 24 The Society Of St. Vincent
DePaul, Inc.
Springfield, Ohio 45501
- 25 Cecilia S. Hensley
5039 W. Main Rd.
Springfield, Ohio 45502
- 26 Robert Dasher
2500 Summit Dr.
Sawing, FL 33870
- 27 DND Property Management LTD
143 Remond Dr.
Springfield, Ohio 45505

- 28 New One Investments LLC
P.O. Box 2090
Springfield, Ohio 45501
- 29 Samuel E. Haddock
809 Applewood Dr.
New Carlisle, Ohio 45344
- 30 Matt Tabet House, Inc.
P.O. Box 1301
Springfield, Ohio 45501
- 31 Timothy Dink
803 S. Limestone St.
Springfield, Ohio 45505
- 32 John Hamilton
141 S. Limestone St.
Springfield, Ohio 45505
- 33 John B. Steiner
Springfield, Ohio 45507
- 34 Stephen H. Casper
Springfield, Ohio 45509
- 35 727 S. S.
Springfield, Ohio 45505
- 36 Rosalie Morris Children
Health Center
P.O. Box 1087
Springfield, Ohio 45501-1087
- 37 Patrick W. McCherry
135 W. Parsons Rd.
Springfield, Ohio 45508
- 38 James McCord
135 W. Parsons Rd.
Springfield, Ohio 45508
- 39 David H. McLaughlin
Springfield, Ohio 45505
- 40 Swiftmobile Living
1018 Oakdale Ave.
Springfield, Ohio 45508
- 41 Art A. Butterfield
2808 University Rd.
Springfield, Ohio 45503
- 42 Diner Arch
Springfield, Ohio 45503
- 43 Charles Wilson
P.O. Box 474
Springfield, Ohio 45501
- 44 Ronald D. Spriggs
318 S. Spring St.
Springfield, Ohio 45505
- 45 Jade L. Aronchuk
218 Salma Rd.
Springfield, Ohio 45505
- 46 Blanche C. Murray
4816 Tulam Rd.
Springfield, Ohio 45503
- 47 James David Poyton
2808 University Rd.
Springfield, Ohio 45503
- 48 Cecelia Doughty
833 S. Spring St.
Springfield, Ohio 45503
- 49 Eben Maysack
816 Rainey Dr.
Springfield, Ohio 45503
- 50 Thomas E. Peart
532 Vine St.
Springfield, Ohio 45505

EXHIBIT B FOR
CITY OF SPRINGFIELD BOARD OF EDUCATION
GLOBAL IMPACT STEM ACADEMY – PHASE II

CITY OF SPRINGFIELD
CLARK COUNTY, OHIO

McCARTY ASSOCIATES, LLC
ARCHITECTS—ENGINEERS—SURVEYORS

213 N. HIGGINS ST., HILLIANDALE, OHIO 43123 PH: 937-397-9971 FAX: 937-397-9480
1315 ST. RT. 78 SUITE E, LOVELAND, OHIO 45140 PH: 513-772-0000 FAX: 513-772-0000
304 E. MARKET ST., WASHINGTON C.J., OHIO 43150 PH: 740-335-3816 FAX: 740-335-3328
WWW.MCCARTYASSOCIATES.COM

DATE	SCALE	PROJECT NO.
SEPTEMBER 22, 2016	1"=200'	516-231

**NOTICE OF PUBLIC HEARING
PROPOSED DISTRICT PLAN AMENDMENT**

Notice is hereby given that a public hearing will be held on Tuesday, November 22, 2016, at 6:50 P.M. (local time) in the City Commission Forum, City Hall, 76 East High Street, Springfield, Ohio, to consider the proposed amendment to the G District Plan located at 700 South Limestone Street.

By Order of the City Commission of The City of Springfield, Ohio.

CONNIE J. CHAPPELL

CLERK OF THE CITY COMMISSION

NEWS-SUN: MONDAY, OCTOBER 17, 2016



MOTION SHEET

DATE: October 11, 2016

Nov. 22, 2016

6:55 pm

TO: City Commission

FROM: City Planning Board

SUBJECT: CPB-REZONING 16-Z-09

REQUEST: Rezone 420 S Limestone St. and 420 S Limestone St. Rear from CN-2, Neighborhood Commercial District to CC-2, Community Commercial District.

RECOMMENDED ACTION: 14 Day Ordinance

The following motion was made at the regular October 10, 2016 City Planning Board meeting:

MOTION: Motion by Ms. George to approve the request to rezone 420 S Limestone St. and 420 S Limestone St. Rear from CN-2 UPOD, Neighborhood Commercial District to CC-2 UPOD, Community Commercial District. Seconded by Ms. Lewis-Campbell

VOTE: YEAS: Mr. Harris and Ms. Lewis-Campbell NAYS: Ms. Anderson, Ms. George, and Ms. Roberge
Motion denied.

cc: Tom Franzen
Connie Chappell

Respectfully submitted,

Stephen Thompson
Planning Zoning and Code Administrator

Attachments:

1. Staff Report
2. Application and Attachments

Staff Report

TO: City Planning Board

DATE: October 5, 2016

PREPARED BY: Stephen Thompson

SUBJECT: Rezoning Case #16-Z-09

GENERAL INFORMATION:

Applicant: DAS 1 Financial/Kevin Denson, 4381206 Harrison St.,
Springfield, OH 45505

Owner: DAS 1 Financial/Kevin Denson, 4381206 Harrison St.,
Springfield, OH 45505

Requested Action: Approve the rezoning of 420 S Limestone St. & 420 S
Limestone St. Rear from CN-2 UPOD, Neighborhood
Commercial District to CC-2 UPOD, Community
Commercial District.

Purpose: To allow for an automotive use

Location: 420 S Limestone St.

Size: 0.23 acre

Existing Land Use and Zoning: Vacant, CN-2 UPOD, Neighborhood Commercial District,
Unified Plan Overlay District

Surrounding Land Use and Zoning: North: Residential, CN-2 UPOD, Neighborhood
Commercial District
East: Residential, CN-2 UPOD, Neighborhood
Commercial District
South: Undeveloped, CN-2 UPOD, Neighborhood
Commercial District
West: Commercial, CC-2, Community Commercial
District

Applicable Regulations: Chapter 1173. Zoning Districts and Map

File Date: September 19, 2016

BACKGROUND:

The applicant is requesting to rezone the subject property in order to expand the potential uses of the property and to add an auto dealership. If the subject property is rezoned, an automotive

Staff Report

related use requires a conditional use permit from the Board of Zoning Appeals.

ANALYSIS:

Land Use Plan and Zoning:

The Crossroads Comprehensive Plan for Clark County Communities shows this area as “Mixed Use.”

The purpose of the CC-2 district is to provide locations for the development of community shopping and business areas, which serve a major segment of the community population.

Existing Community Land Use:

The proposed zoning is conforming to the existing land use.

Thoroughfare Plan:

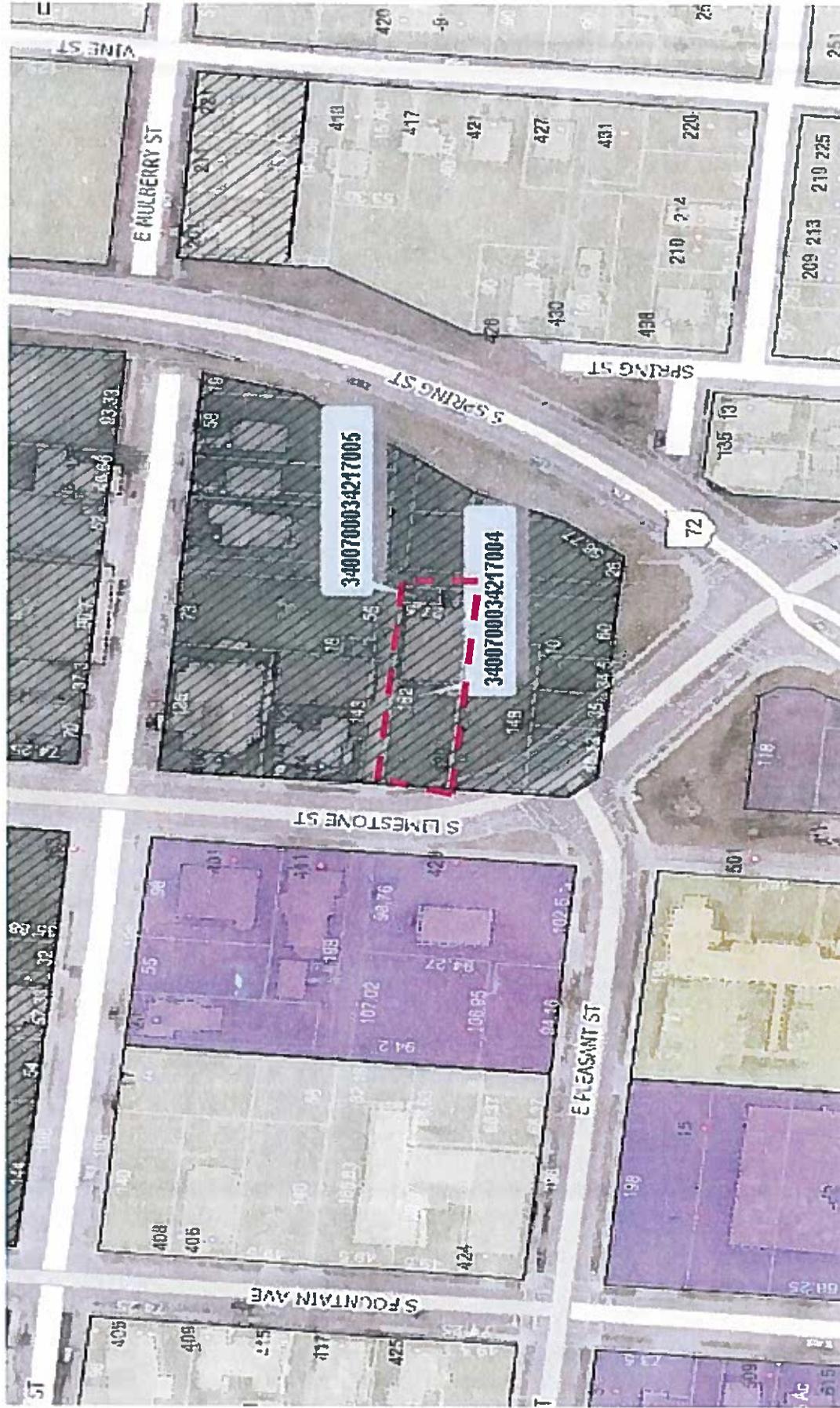
S Limestone Street is classified as a Primary Arterial roadway.

STAFF RECOMMENDATION:

Approval of the request to rezone 420 S Limestone St. & 420 S Limestone St. Rear from CN-2 UPOD, Neighborhood Commercial District to CC-2 UPOD, Community Commercial District.

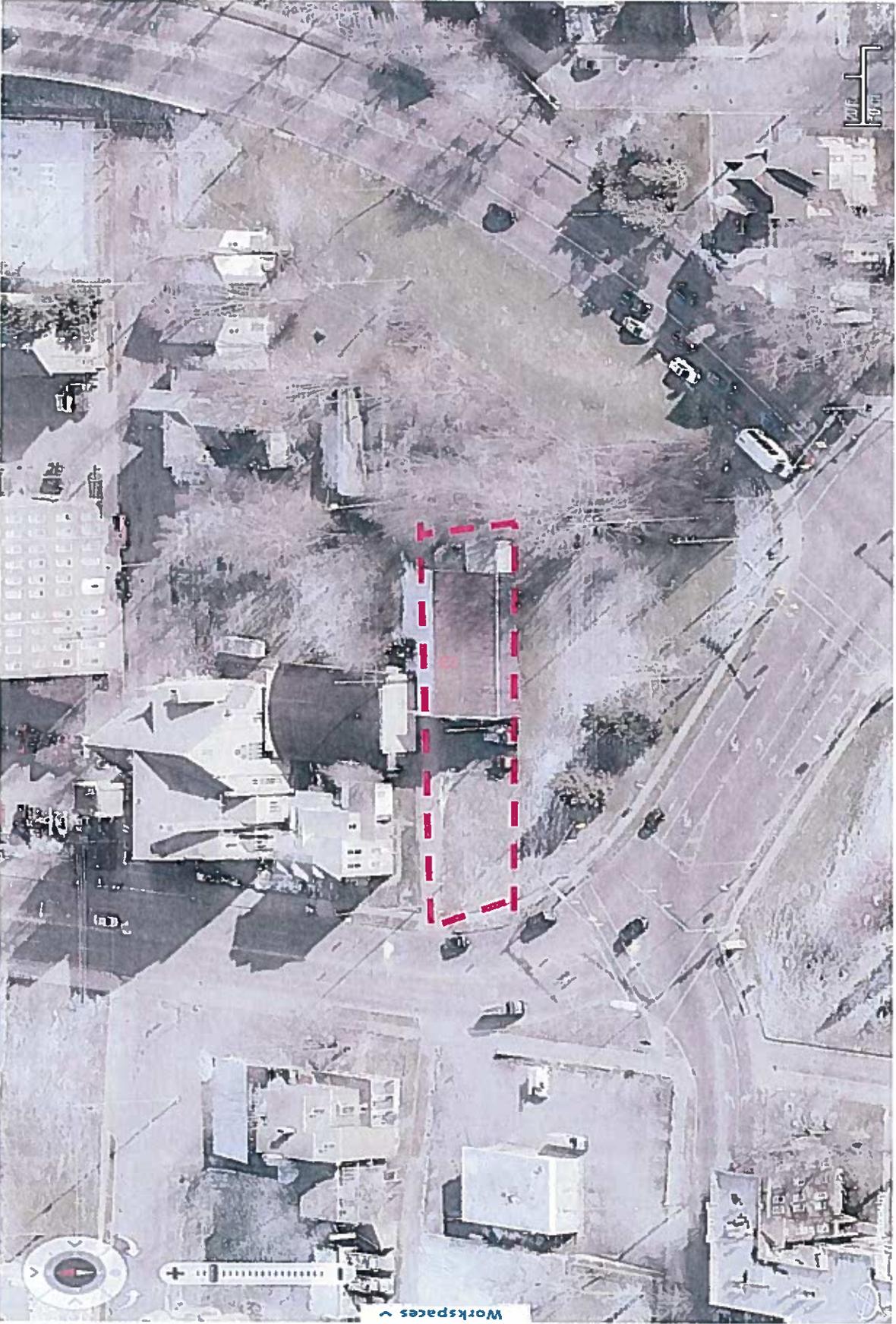
ATTACHMENTS:

1. Vicinity and zoning map
2. Application



Rezoning Case # 16-Z-09

Request to rezone 420 S Limestone St. and 420 S Limestone St. Rear from CN-2 UPOD, Neighborhood Commercial District to CC-2 UPOD, Community Commercial District.





FOR PLANNING USE ONLY

Case #: _____
Date Received: _____
Received by: _____
Application Fee: \$ _____
Review Type:
 Admin CPB BZA

GENERAL APPLICATION

A. PROJECT

1. Project Name: Diversified Auto Sales
2. Application Type & Project Description (attach additional information, if necessary):
Change of zoning
3. Address of Subject Property:
420 South Limestone St Spfld OH 45505
4. Parcel ID Number(s):
3400700034217005
5. Full legal description attached? yes no
6. Size of subject property: 49.5 x 198
7. Existing Use of Property:
Commercial
8. Existing Zoning of Property:
CN2

B. APPLICANT

1. Applicant's Status (attach proof of ownership or agent authorization) Owner
 Agent (agent authorization required) Tenant (agent authorization required)
2. Name of Applicant(s) or Contact Person(s): Kevin Dewison
Title: OWNER
Company (if applicable): DAS 4 Financials LLC
Mailing address: 420 S. Limestone
City: Spfld State: OH ZIP: 45505
Telephone: (937) 360-0340 FAX: () _____
Email: Kdewison34@aol.com

3. If the applicant is agent for the property owner:

Name of Owner (title holder): Kevin Denson

Mailing Address: 420 S. Limestone

City: Spfld State: OH ZIP: 45505

C. Additional Information

Is there any additional contract for sale of, or options to purchase, the subject property? Yes No

If "yes," list names of all parties involved:

Is the contract/option contingent or absolute? Contingent Absolute

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.

Signature of Applicant

Kevin Denson

Typed or printed name and title of applicant

Signature of Co-applicant

Typed or printed name of co-applicant

State of Ohio County of Clark

The foregoing application is acknowledged before me this 19th day of September, 2016 by Kevin

Denson, who is/are personally known to me, or who has/have

produced OH Drivers License as identification.

NOTARY SEAL

Joni Michelle Hagie

Signature of Notary Public, State of Ohio



Joni Michelle Hagie
Notary Public State of Ohio
My Commission Expires 8-11-18



REZONING APPLICATION

Date 9/16/2016

Property address 420 S. Limestone St.

The undersigned petitions that the following described property be rezoned from a(n) CN2 District to a(n) CC2 District: containing _____ acres.

Please submit the following Exhibits with this rezoning application:

EXHIBIT A

Attach either a metes and bounds legal description or subdivision and lot number description (this can be obtained at the A. B. Graham Building).

EXHIBIT B

Attach a site plan of the petitioned lands and all other properties within 200 feet (this can be obtained at the A. B. Graham Building Tax Map Dept.).

EXHIBIT C

Two (2) sets of mailing labels with the names and tax mailing addresses of all property owners within 200 feet of any part of the petitioned property and a label with the applicant's mailing address.

Directions for obtaining a list of Tax Mailing Addresses:

- Go to the Tax Map Department at the A. B Graham Building – 31 N Limestone Street, Springfield, OH 45502

Do not list tenants of properties or banks holding a loan on the property.

EXHIBIT D

Rezoning request statement: Attach a sheet listing your reasons for the zoning district amendment.

EXHIBIT E

1. Is the requested zone compatible to existing zoning and land use in the area?

yes

2. Does it conform to the City's adopted Land Use Plan and the best overall Community Development?

yes

3. Does the proposed change in zoning conform to City's adopted Thoroughfare Plan? Will it adversely affect the capacity of the present road system in the area?

yes. it does, and will NOT Affect the present road system.

4. Are adequate sanitary sewer, water, and storm drainage facilities available?

yes

The undersigned deposes and states that I am the owner or authorized agent of the property involved in this petition.



Signature

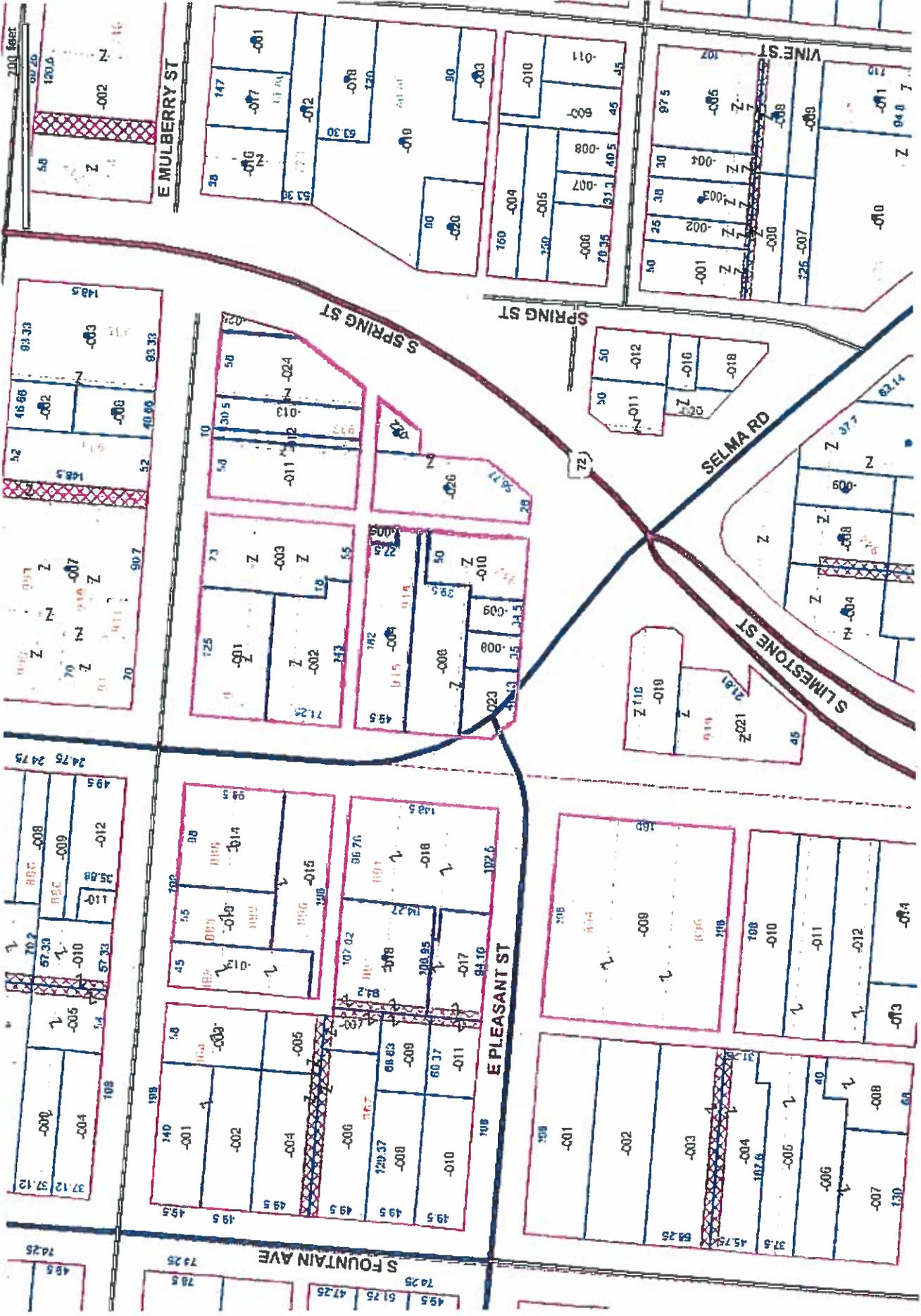
DAS 1 Financials LLC

420 S. Limestone St.,

Springfield Oh 45505

937-360-0340

This request for a change in zoning stemmed from the necessity to change zoning to meet the needs of the conditional use. Currently the property is zoned as a CN2 and we are seeking a CC2 zoning. Although the differences are subtle in nature the property has greater benefits from upgrading its zoning. The neighboring properties already utilize the CC2 zoning and by changing this property it actually conforms to the neighboring properties. The ultimate goal is to put a used car dealership at this location, however by changing the zoning it allows the property to be utilized in a wider range.



Clark County GIS

Jerry Rude,
2019 Mitchell Blvd,
Springfield Oh 45503

City Forest of Springfield Limited
305 Royal Poinciana Plaza,
Palm Beach Florida, 33480

The City of Springfield
428-430 S. Limestone
Springfield Oh, 45505

Jerry Rude,
2019 Mitchell Blvd,
Springfield Oh 45503

City Forest of Springfield Limited
305 Royal Poinciana Plaza,
Palm Beach Florida, 33480

The City of Springfield
428-430 S. Limestone
Springfield Oh, 45505

Walter E. Plantz Jr.
2219 Seminole Ave.,
Springfield, Oh, 45506

Walter E. Plantz Jr.
2219 Seminole Ave.,
Springfield, Oh, 45506

City Forest of Springfield Limited
305 Royal Poinciana Plaza,
Palm Beach Florida, 33480

Jerry Rude,
2019 Mitchell Blvd,
Springfield Oh 45503

Jerry Rude,
2019 Mitchell Blvd,
Springfield Oh 45503

City Forest of Springfield Limited
305 Royal Poinciana Plaza,
Palm Beach Florida, 33480

The City of Springfield
120-122 E. Pleasant St.
Springfield Oh 45505

The City of Springfield
114 East Pleasant St,
Springfield Oh, 45505

The City of Springfield
110 East Pleasant St,
Springfield Ohio 45505

The City of Springfield Ohio
Attn: Robert Mauch City Treasurer
76 East High St, Springfield Oh, 45502

The City of Springfield Ohio
Attn: Robert Mauch City Treasurer
76 East High St, Springfield Oh, 45502

The City of Springfield
110 East Pleasant St,
Springfield Ohio 45505

Jerry Rude,
2019 Mitchell Blvd,
Springfield Oh 45503

Jerry Rude,
2019 Mitchell Blvd,
Springfield Oh 45503

Jerry Rude,
2019 Mitchell Blvd,
Springfield Oh 45503

Springfield Housing Partners LTD
184 W. Main St.,
Ashville Oh 43103

Springfield Housing Partners LTD
184 W. Main St.,
Ashville Oh 43103

Jerry Rude,
2019 Mitchell Blvd,
Springfield Oh 45503

Dove Pentecostal Assembly
1417 N. Tecumseh Rd,
Springfield Oh, 45504

Dove Pentecostal Assembly
1417 N. Tecumseh Rd,
Springfield Oh, 45504

Dove Pentecostal Assembly
1417 N. Tecumseh Rd,
Springfield Oh, 45504

Jerry Rude,
2019 Mitchell Blvd,
Springfield Oh 45503

Jerry Rude,
2019 Mitchell Blvd,
Springfield Oh 45503

Dove Pentecostal Assembly
1417 N. Tecumseh Rd,
Springfield Oh, 45504

Coe Catanzaro & Sons Produce Inc
Po Box 1852
Springfield Oh, 45501

Coe Catanzaro & Sons Produce Inc
Po Box 1852
Springfield Oh, 45501

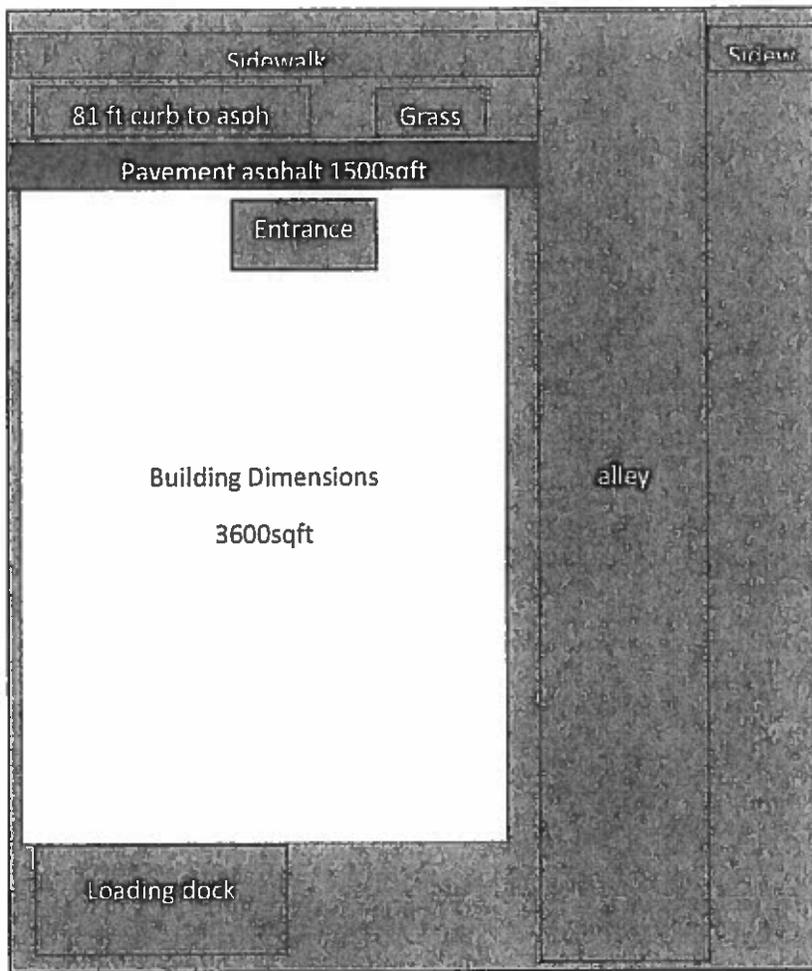
City Forest of Springfield Limited
305 Poinciana Plaza
Palm Beach, Florida 33480

Jose Cabrera
409 Chestnut Ave.,
Springfield Oh, 45503

Jose Cabrera
409 Chestnut Ave.,
Springfield Oh, 45503

Kevin Denson'
1206 Harrison St.
Springfield Oh, 45505

46' wide *198



Parcels_exported

PIN,OWNER1,ADDRESSUNI,TAXMAIL1,TAXMAIL2,TAXMAIL3,
3400700034217005,DENSON KEVIN,420 S LIMESTONE ST REAR,1206 HARRISON ST,,SPRINGFIELD
OH 45505
3400700034217012,CITY FOREST OF SPRINGFIELD LIMITED,E MULBERRY ST,305 ROYAL
POINCIANA PLAZA,,PALM BEACH FL 33480
3400700034130013,CABRERA JOSE M,29 E MULBERRY ST,409 CHESTNUT AVE,,SPRINGFIELD OH
45503
3400700034130014,COE CATANZARO & SONS PRODUCE INC,401 S LIMESTONE ST,PO BOX
1852,,SPRINGFIELD OH 45501
3400700034130015,RUDE JERRY L,411 S LIMESTONE ST,2019 MITCHELL BLVD,,SPRINGFIELD OH
45503
3400700034130016,RUDE JERRY L,429 S LIMESTONE ST,2019 MITCHELL BLVD,,SPRINGFIELD OH
45503
3400700034130017,DOVE PENTECOSTAL ASSEMBLY,22-24 E PLEASANT ST,1417 N TECUMSEH
RD,,SPRINGFIELD OH 45504
3400700034130018,DOVE PENTECOSTAL ASSEMBLY,S LIMESTONE ST REAR,1417 N TECUMSEH
RD,,SPRINGFIELD OH 45504
3400700034135009,SPRINGFIELD HOUSING PARTNERS LTD,501 S LIMESTONE ST,184 W MAIN
ST,,ASHVILLE OH 43103
3400700034217001,RUDE JERRY L,400 S LIMESTONE ST,2019 MITCHELL BLVD,,SPRINGFIELD OH
45503
3400700034217002,RUDE JERRY L,414 S LIMESTONE ST,2019 MITCHELL BLVD,,SPRINGFIELD OH
45503
3400700034217003,RUDE JERRY L,113 E MULBERRY ST,2019 MITCHELL BLVD,,SPRINGFIELD OH
45503
3400700034217004,DENSON KEVIN,420 S LIMESTONE ST,1206 HARRISON ST,,SPRINGFIELD OH
45505
3400700034217006,CITY OF SPRINGFIELD OHIO THE,426 S LIMESTONE ST,ATTN ROBERT MAUCH
CITY TREASURER,76 E HIGH ST,SPRINGFIELD OH 45502
34007000342171008,CITY OF SPRINGFIELD OHIO THE,110 E PLEASANT ST,,,
34007000342171009,CITY OF SPRINGFIELD OHIO THE,114 E PLEASANT ST,,,
34007000342171010,CITY OF SPRINGFIELD OHIO THE,120-122 E PLEASANT ST,,,
3400700034217011,RUDE JERRY,121 E MULBERRY ST,2019 MITCHELL BLVD,,SPRINGFIELD OH
45503
3400700034217013,CITY FOREST OF SPRINGFIELD LIMITED,127 E MULBERRY ST,305 ROYAL
POINCIANA PLAZA,,PALM BEACH FL 33480
3400700034217022,PLANTZ WALTER E JR,423 S SPRING ST,2219 SEMINOLE AVE,,SPRINGFIELD
OH 45506
34007000342171023,CITY OF SPRINGFIELD OHIO THE,428-430 S LIMESTONE ST,,,
3400700034217024,CITY FOREST OF SPRINGFIELD LIMITED,131 E MULBERRY ST,305 ROYAL
POINCIANA PLAZA,,PALM BEACH FL 33480
3400700034217026,RUDE JERRY,126 E PLEASANT ST,2019 MITCHELL BLVD,,SPRINGFIELD OH
45503

①

OCTOBER 7, 2016

AFTER DOING AN ONSIGHT VISIT OF TWO PROPERTIES OPERATED BY DAS 1 FINANCIAL, LLC. / KEVIN DENSON I HAVE COME TO THE CONCLUSION THE OPERATING A USED AUTO BUSINESS AT 420 S. LAMESTONE WILL DEVALUE MY PROPERTIES THAN BORDEN 420.

AT 1208 HARRISON I FOUND AN UN-KEPT PROPERTY WITH LITTER AND CONSTRUCTION MATERIAL SCATTER ABOUT. IT IS UNORGANIZED AND UNSAFE. WITH SEVERAL UNLICENSED VEHICLES ON THE STREET RANGING FROM CARS, TRUCKS TO BOATS AND TRAILERS.

AT 421 S. BURNETT THE PROPERTY HAS THE LOOKS OF A SAWAGE YARD RATHER THAN AN AUTO SALES. VEHICLES SITTING UNORGANIZED WITH NO OFF STREET CUSTOMER PARKING.

AT 420 S. LAMESTONE A MUD

HOLE WITH MOUNDS OF GRAVEL HAS BEEN LEFT UN-ATTENDED FOR SEVERAL WEEKS. A SIGN HAS BEEN INSTALLED WITH TWO UNLICENSED VEHICLES, ONE AGAINST THE BUILDING AND THE OTHER IN THE PUBLIC ALLEY. NEITHER HAVE BEEN MOVED.

THERE IS NO APPROACH FROM LONESTONE STREET AND IT APPEARS ENTRANCE WOULD HAVE TO BE GAINED FROM THE ALLEY. I DON'T THINK THE ALLEY WAS CREATED FOR COMMERCIAL BUSINESS. THE APPROACH TO THE ALLEY IS ON A CURVE OFF OF LONESTONE WHICH WILL CREATE AN UNSAFE TRAFFIC SITUATION FOR THE DRIVERS GOING SOUTH TOWARD DOWNTOWN, THE SAME SITUATION OCCURRING AT THE BURNETT ROAD LOCATION.

AS I PROPERTIES, LLS SEEMS TO OPERATE WITH ITS OWN SELF IN MIND WITH NO CONSIDERATION OF THE SURROUNDING NEIGHBORHOOD. NOT BUSINESS-LIKE OR NEIGHBORHOOD FRIENDLY DETRACTING FROM THE PEACE AND TRANQUILITY OF THE AREAS OF ITS OPERATION.

FOR THESE ABOVE STATED REASONS I REQUEST THAT REZONING CASE #16-2-09 BE DENIED AND BUSINESS AT 420 S. LIMESTONE CEASE.

THANK YOU FOR
YOUR CONSIDERATION

JERRY RINE
414 S. LIMESTONE
126 E. PLEASANT
121 E. MULBERRY
400 / 411 / 429 S
LIMESTONE

**NOTICE OF PUBLIC HEARING
PROPOSED REZONING**

Notice is hereby given that a public hearing will be held on Tuesday, November 22, 2016, at 6:55 P.M. (local time) in the City Commission Forum, City Hall, 76 East High Street, Springfield, Ohio, to consider the proposed change in zoning for 0.23 acres at 420 S. Limestone St. and 420 S. Limestone St. Rear from CN-2 UPOD, Neighborhood Commercial District, to CC-2 UPOD, Community Commercial District.

By Order of the City Commission of The City of Springfield, Ohio.

CONNIE J. CHAPPELL

CLERK OF THE CITY COMMISSION

NEWS-SUN: MONDAY, OCTOBER 17, 2016

AN ORDINANCE NO. _____

Approving an amendment to the existing G District Plan for approximately 17 acres located at 700 South Limestone Street to allow for additional parking and test gardens as well as to relocate the tennis courts.

...oooOOOooo...

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That this Commission does hereby approve an amendment to the existing G District Plan for approximately 17 acres located at 700 South Limestone Street to allow for additional parking , a relocated curb cut on South Limestone Street and a drive connecting to the north end of the property. A map showing the amendment to the existing G District Plan is attached hereto and marked "Exhibit A".

Section 2. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun

_____, 2016)

I do hereby certify that the foregoing Ordinance No. _____ was duly published in the Springfield News-Sun on _____, 2016.

CLERK OF THE CITY COMMISSION

AN ORDINANCE NO. _____

Amending the Zoning Map of Springfield, Ohio by rezoning 0.23 acres at 420 S. Limestone St. and 420 S. Limestone St. Rear, Springfield, Ohio from CN-2 UPOD, Neighborhood Commercial District, to CC-2 UPOD, Community Commercial District.

...oooOOOooo...

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the Zoning Map of Springfield, Ohio, referred to in Subsection 1173.02(a) of the Springfield Zoning Code, is hereby amended by rezoning 0.23 acres at 420 S. Limestone St. and 420 S. Limestone St. Rear, Springfield, Ohio, described as Parcel Nos. 3400700034217004 and 3400700034217005, from CN-2 UPOD, Neighborhood Commercial District, to CC-2 UPOD, Community Commercial District.

Section 2. That the Clerk shall be directed to record the above amendment by filing this Ordinance together with schematic maps diagramming the effect of the amendment with the original master zoning map in the office of the Clerk, in the office of the Planning and Zoning Administrator, and in the fireproof vault provided for that purpose.

Section 3. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun
_____, 2016)

I do hereby certify that the foregoing Ordinance No. _____ was duly
published in the Springfield News-Sun on _____, 2016.

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 037-16

Agenda Date: 11/22/2016

Today's Date: 11/16/2016

Subject: Moral Obligations

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Mark Beckdahl

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Contract

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

It is respectfully requested that legislation be scheduled for inclusion on the regularly scheduled City Commission agenda November 22, 2016, confirming services and obtaining services for the City.

Justification for Emergency Action: *(use reverse side if needed)*

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
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Total Cost:

AN ORDINANCE NO. _____

Confirming purchases and the obtaining of services for the City and providing for payments therefor.

...oooOOOooo...

WHEREAS, certain supplies and services have heretofore been obtained for the use and benefit of the City without purchase orders having been previously issued therefor; and

WHEREAS, other supplies and services have heretofore been obtained for the use and benefit of the City and certain payments made without proper Commission authorization having been obtained therefor; and

WHEREAS, it is the determination of the City Commission that such supplies and services have been received and furnished to the use and benefit of the City and that the City is under moral, if not legal, obligation to make payment therefor: NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the City Commission does hereby approve and confirm the obtaining of the supplies and services hereinafter set forth and the Director of Finance is hereby authorized to make payment of the respective amounts hereinafter indicated from proper items of appropriation. Such supplies and services and the respective amounts of such payments hereby authorized are attached hereto as **Exhibit A**.

Section 2. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

EXHIBIT A

Moral Obligation Listing for 11/22/2016

Dept.	Vendor	Amt. Of Moral Ob	Account #	Invoice Amt.
Service Dept	Central Ohio Farmers Co-op	\$ 845.84	950378-4500	\$ 14,377.84
Delivered more than PO was for.				
Engineering	Ohio Edison	\$ 3,125.66	4015050-6016	\$ 3,125.66
No P. O. in place				

Request for Commission Action City of Springfield, Ohio

Item Number: 072-13

Agenda Date: 11/22/2016

Today's Date: 11/8/2016

Subject: Exercise first one-year renewal with KeyBank for Treasury Management/Depository and Security Safekeeping Services

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Bob Mauch, Treasurer, 7330

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Contract

Prior Ordinance/Resolution: 13-314

Date of Prior Ordinance/Resolution: 12/23/2013

Summary:

Ordinance 13-314 authorized the Finance Director to enter into an agreement with KeyBank National Association for the bank to provide treasury management, depository and safekeeping services for an initial term of three years with two additional optional one-year terms. The initial three-year term will expire December 31, 2016. Legislation is requested to authorize the Finance Director to extend the agreement for one additional one-year term at a cost not to exceed \$30,000.

Justification for Emergency Action: *(use reverse side if needed)*

Department/Division	Fund Description	Account Number	Actual Cost
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Total Cost:

AN ORDINANCE NO. _____

Authorizing the exercise of the City's option to renew the contract with KeyBank National Association for Treasury Management/Depository Services and Security Custody Services, for an amount not to exceed \$30,000.00.

...oooOOOooo...

WHEREAS, the City and KeyBank National Association entered into a three-year contract dated December 31, 2013, for Treasury Management/Depository Services and Security Custody Services; and

WHEREAS, the December 31, 2013 contract provides the City with an option to renew the contract for two (2) additional one (1) year periods; and

WHEREAS, this Commission finds it in the best interest of the City that said contract be renewed for the first renewal option for Treasury Management/Depository Services and Security Custody Services, for a total amount not to exceed \$30,000.00:
NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the City Commission hereby authorizes the exercise of the City's first option to renew the contract with KeyBank National Association Treasury Management/Depository Services and Security Custody Services, for an amount not to exceed \$30,000.00.

Section 2. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 262-16

Agenda Date: 11/22/16

Today's Date: 11/15/16

Subject: Amend Codified Chapter 901 - Improvements and Excavations and Chapter 903 - Sidewalks, Curbs and Gutters.

Submitted By: Bryan Heck, Deputy City Manager

Department: City Manager's Office

Contact: Bryan Heck, Deputy City Manager

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Contract

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

Respectfully request City Commission to amend Codified Chapter 901 - Improvements and Excavations and Chapter 903 - Sidewalks, Curbs and Gutters. The amendments to Chapter 901 reflect modifications to the permit process and fees associated with the permit, including deterioration fees, in an effort to be more consistent and to capture our costs associated with the work being performed in the Public Right of Way. The modification to Chapter 903 is necessary to make Chapter 901 and 903 consistent with each other.

Justification for Emergency Action: *(use reverse side if needed)*

Department/Division	Fund Description	Account Number	Actual Cost
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Total Cost:

An Ordinance No. _____

Amending Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, by enacting new Chapter 901 titled *Excavations in the Right-of-Way*, amending Section 903.08 titled *Application for Permit*, and repealing existing Chapter 901 titled *Improvements and Excavations* and existing Section 903.08.

~ ~ ~ ~ ~

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, is hereby amended by the enactment of Chapter 901 to read as follows:

**CHAPTER 901
Excavations in the Right-of-Way**

901.01 DEFINITION.

(a) As used in this Chapter 901, "right-of-way" includes all streets, roads, alleys, sidewalks, tree lawns, or other rights-of-way ways dedicated for public use within the City of Springfield.

(b) As used in this Chapter 901, "excavation" includes digging, boring, and any act that disturbs surface or subsurface conditions. Installing cable, wire, or other material into an existing conduit is not "excavation."

(c) As used in this Chapter 901, "Engineer" means the City Engineer or the City Engineer's designee.

901.02 APPLICATION FOR PERMIT.

(a) Except for persons employed by or under contract with the City of Springfield, and persons issued a permit under Chapter 903 of these Codified Ordinances, no person shall make any opening or excavation in any right-of-way or remove any pavement from any right-of-way unless that person has applied for and been issued a permit by the City Manager or his duly authorized agent.

(b) When an excavation or opening in any right-of-way must be made immediately due to an emergency, including an interruption in the provision of utility services, the application for the permit must be made as soon as is practicable.

(c) The application shall be signed by the person who is to do such work, and shall set forth the location, kind, and extent of any excavation, and the name and address of the person for whose benefit the same is to be done. The application shall state the means and

methods by which the excavation will be restored. The application shall state when the work will be performed and when the restoration will be completed. The application shall also describe how pedestrian and vehicular traffic will be controlled during the excavation and restoration work.

- (d) By signing the application, the applicant agrees to:
 - (1) pay the fees imposed by this Chapter 901,
 - (2) perform the work described in the permit in accordance with the permit,
 - (3) indemnify and save the City harmless from any claim, loss, or damage arising in any way out of such work, or which may result, directly or indirectly, to persons or property by reason of any such improvement, or by reason of the same not being properly guarded or protected by lights, barriers, or otherwise, so as to prevent injury to users of the right-of-way, and
 - (4) repair or replace any work that, in the reasonable opinion of the Engineer, has been shown to be deficient.

901.03 CONDITIONS FOR ISSUANCE OF PERMIT.

(a) No permit under this Chapter shall be issued until the applicant has paid a permit fee and a restoration deposit to the City.

- (1) The permit fee shall be \$100 plus \$2.00 for each lineal foot of pipe or conduit to be installed.
- (2) The restoration deposit shall be in a sum of money sufficient to restore the street or alley as nearly as is reasonably possible to a condition as good or better as existed prior to the opening or excavation of the street or alley. The City Manager shall from time to time prepare and place on file in his office and in the office of the Service Department and Engineer, schedules of the estimated costs relating to surface restoration related to permitted excavations or disturbances. The deposit required shall be based upon such schedules, provided that the City Manager may in any instance make special estimates for work or materials or costs not covered by his general schedules.
- (3) Public Utilities, as defined in Section 902.02(p), shall not be required to pay a restoration deposit.

(b) Applicant must be licensed pursuant to Chapter 902, 915, 1327, or 1367 of the Codified Ordinances of the City of Springfield.

(c) If the Engineer determines that means, methods, and timing described in the application are appropriate, that the required fees are paid, the deposit made, and that the applicant is not in default of any of its obligations under this Chapter or Chapter 903, the Engineer shall issue a permit to the applicant to proceed with such work.

901.04 PROCEEDING WITH THE WORK.

Upon issuance of a permit, the applicant shall proceed diligently with the work until completed. No excavation in a street or alley or other right-of-way shall remain open longer than is reasonably required for such purpose.

Each applicant shall keep any opening or excavation at all times properly barricaded and guarded and maintain each traffic control device in place during any time that the excavation remains open, and shall save and protect the City from any or all claims, losses, or damages resulting, directly or indirectly, to persons or property from the opening or excavation in any street or alley or other right-of-way of the City.

Each applicant shall, after the backfilling of any such opening or excavation in any such unpaved street or alley, cause the same to be maintained free from hillocks or depressions so that the street or alley or other right-of-way shall be free from defects as a result of such opening or excavation and shall be safe for travel and use by the public, until such time as the backfilling is settled and compacted and all restoration work under the permit shall have been completed.

In the event of an applicant's failure to complete the restoration work as set forth in the permit, the City shall cause the work to be done and all the costs and expenses thereof charged to such applicants. The costs will be charged against the restoration deposit. If the deposit is insufficient, the City may pursue collection of the deficiency by all lawful means. If, after having deducted all restoration costs, a balance remains on deposit, that balance shall be refunded to the applicant.

901.05 DETERIORATION FEE.

Upon completion of the work, the Engineer shall compute the total surface area of all excavations and openings made in any surface that had been paved for vehicular use in connection with the work and issue to the applicant an invoice for the deterioration fee. The deterioration fee shall be \$100 plus \$25 per square yard for each excavation or opening. The deterioration fee shall be paid by the applicant within 20 days of the issuance of the invoice.

901.06 FUNDS RECEIVED.

All money received under the provisions of this chapter (except those received under Section 901.05) shall be deposited with the Director of Finance and shall be placed in the General Fund. All money received under the provisions of Section 901.05 shall be deposited with the Director of Finance and shall be placed in the Street Fund.

901.99 PENALTY.

Whoever makes any opening, or excavation in any street or alley, or removes any pavement therefrom, without first having complied with the provisions of this chapter, is guilty of a misdemeanor of the third degree.

Section 2. That Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, is hereby amended by the amendment of Section 903.08 to read as follows:

903.08 APPLICATION FOR PERMIT.

Except as provided by this chapter, no person shall construct, reconstruct, repair, alter, destroy, or grade any sidewalk, curb, gutter, or driveway within the public right-of-way or construct, reconstruct, repair, or alter any door, grating, or covering for any manhole, coal hole, vault, cellar, or opening of any type of any sidewalk unless that person:

- (a) is either the owner of real estate abutting thereon or is licensed pursuant to Chapter 1327 of these Codified Ordinances and

(b) has applied for and been issued a permit by the City Engineer under either this Chapter or Chapter 901 of these Codified Ordinances.

The City Engineer may require each person so applying to complete an application furnished by him for that purpose. Such application shall be signed by the person who is to do such work, and shall contain the name and address of the abutting property owner, a specific designation of the property abutting the proposed improvement and a statement of the width and length of the proposed improvement. The application shall provide that all such work shall be done in accordance with the specifications for construction and materials and standard drawings on file in the office of the Director and in a manner that will safely support and protect the public and that will keep the sidewalk, curb, gutter, driveway, or street free from nuisances.

The applicant shall be required to replace any sidewalk to the minimum standards outlined in Section 903.02. If the sidewalk or the drive approach at the permit location exceeds the minimum standards in order to match the existing type, material, or construction of sidewalk or drive approach. The plans for any work proposed to be constructed which vary from the minimum standards shall be submitted to the City Engineer for approval prior to the start of any work. It shall further provide that by so signing, the applicant agrees to indemnify and save the City harmless from any claim, loss, or damage arising in any way out of such work, or which may result, directly or indirectly, to persons or property by reason of any such improvement or by reason of the same not being properly guarded or protected by lights, barriers or otherwise, so as to prevent injury therefrom.

Section 3. That existing Chapter 901 and Section 903.08 of the Codified Ordinances of The City of Springfield, Ohio, are hereby repealed.

Section 4. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Published: *Springfield News-Sun*

_____, 2016

I do hereby certify that the foregoing Ordinance No. _____ was duly published
in the *Springfield News-Sun* on _____, 2016.

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 263-16

Agenda Date: 11/22/2016

Today's Date: 10/24/2016

Subject: Employment Incentive Agreement with EF Hutton America, Inc.

Submitted By: Tom Franzen, Assistant City Manager and Director of Economic Development

Department: City Manager/ED

Contact: Tom Franzen

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully request City Commission authorize the City Manager to enter into an Employment Incentive Agreement with EF Hutton America, Inc., a Colorado corporation, to establish its headquarters and operations in downtown Springfield and will acquire and renovate real estate and install furniture, fixtures and equipment in the One Main Street and 19 S Fountain Avenue buildings for an investment of approximately \$9,500,000.00. EF Hutton expects total employment at those offices to reach at least 415 full-time employees by December 31, 2021, generating approximately \$24,000,000 in annual wages thereby increasing job opportunities for City residents, furthering the City's objective of accelerating the development of Springfield and will serve the purposes of Section 13, Article VIII of the Ohio Constitution.

Justification for Emergency Action: *(use reverse side if needed)*

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
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Total Cost:

AN ORDINANCE NO. _____

Authorizing an Employment Incentive Agreement with EF Hutton America, Inc. to incentivize relocation to facilities in downtown Springfield located at One Main Street and 19 S. Fountain Ave. to create employment in the City; authorizing the City Manager, Finance Director and Law Director to do all things necessary to implement the said Employment Incentive Agreement.

...oooOOOooo...

WHEREAS, EF Hutton America, Inc. is considering relocating its operation from a location outside of Springfield to facilities in downtown Springfield located at One Main Street and 19 S. Fountain Ave.; and

WHEREAS, EF Hutton America, Inc. wishes to add employment in Springfield for approximately 415 full-time employees; and

WHEREAS, but for the assistance to be provided by the City to EF Hutton America, Inc. pursuant to this Agreement, EF Hutton America, Inc.'s relocation and the related employment would be lost to the Springfield community; accordingly, the City wishes to exercise its powers under Article VIII, Section 13 of the Ohio Constitution to retain jobs and employment opportunities and promote economic development in the Springfield community by providing the assistance to EF Hutton America, Inc. described in this Agreement to induce EF Hutton America, Inc. to relocate its business operations to One Main Street and 19 S. Fountain Ave., and add 415 full-time employment positions: NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That this Commission hereby adopts the findings set forth in the recitals to this Ordinance.

Section 2. That an Employment Incentive Agreement with EF Hutton America, Inc. to incentivize relocation to facilities in downtown Springfield located at One Main Street and 19 S. Fountain Ave., Springfield, Ohio, a copy of which is attached hereto, is hereby authorized.

Section 3. That the City Manager, Finance Director and Law Director are hereby authorized to do all things necessary to implement the said Employment Incentive Agreement.

Section 4. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

EMPLOYMENT INCENTIVE AGREEMENT

THIS AGREEMENT is entered into effective this ___ day of _____ 2016, by and between **THE CITY OF SPRINGFIELD, OHIO** (hereinafter the "City") whose mailing address is 76 East High Street, Springfield, Ohio 45502 and **EF HUTTON AMERICA, INC.**, a Colorado corporation (hereinafter "EF Hutton") whose mailing address is 77 Water St. New York City, NY 10005 and c/o EF Hutton Financial Corp., One Main Street, Springfield, OH 45502.

A. Recitals

1. The City is an Ohio Municipal Corporation.
2. EF Hutton will provide financial services and products operating out of Springfield, Ohio. In furtherance of their purposes, EF Hutton will establish its headquarters and operations in downtown Springfield and will acquire and renovate real estate and install furniture, fixtures and equipment in the One Main Street and 19 S. Fountain Avenue buildings for an investment of approximately \$9,500,000.00.
3. The establishment of this facility is intended to result in the addition to the City of approximately 415 full-time jobs over the next five years, generating approximately \$24,000,000 in annual wages thereby increasing job opportunities for City residents, furthering the City's objective of accelerating the development of Springfield and will serve the purposes of Section 13, Article VIII of the Ohio Constitution.
4. EF Hutton asserts that the incentives provided by this agreement are essential to its decision to establish this business operation in Springfield.
5. In order to encourage the achievement of the above objectives, the City and EF Hutton make the following covenants.

B. Covenants

1. EF Hutton will establish its headquarters and operations in the One Main Street and 19 S. Fountain Avenue buildings in Springfield, Ohio the later of October 15, 2016, or upon approval of JOBSOhio incentives program.
2. EF Hutton will begin employing persons at the One Main Street and 19 S. Fountain Avenue buildings in the third calendar quarter of 2016, and expects total employment at those offices to reach at least 415 full-time employees by December 31, 2021 (EF Hutton intends to increase employment by 415 full-time employees).
3. Between February 1 and March 15 of each calendar year during the term of this agreement, EF Hutton shall submit to the City a report. The report shall list the following information with respect to each EF Hutton employee employed at the One Main Street and 19 S. Fountain Avenue buildings during the prior calendar year:

- a. Their name, address, job function and title,
- b. Their compensation during the prior calendar year,
- c. The amount of City of Springfield municipal income tax withheld for each employee to pay the taxes imposed by §§ 195.01, 195.19 and 195.21 of the City's Codified Ordinances, and
- d. Whether the employee was, on the effective date of this agreement employed by EF Hutton and, either 1.) employed at a location in Springfield, or 2.) a Springfield resident.

4. The City may audit the report by comparing it to tax withholding reports submitted by EF Hutton in accordance with the City's municipal income tax ordinances.

5. After receipt of the above report from EF Hutton, the City will determine the amount of municipal income tax revenue imposed by §§ 195.01, 195.19 and 195.21 of the City's Codified Ordinances attributable to EF Hutton employees at the One Main Street and 19 S. Fountain Avenue buildings (excluding such revenue attributable to employees described in ¶3 d. above). This sum shall be called the "Actual Sum".

6. No later than May 15 of each calendar year during the years 2017 through 2024, the City shall pay to the EF Hutton an amount equal to 50% of the "Actual Sum," up to a maximum annual payment of \$238,625.00, for the tax years 2016 through 2023.

7. This agreement shall be in force and effect for calendar years 2016 – 2024.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of October, 2016.

APPROVED AS TO FORM
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

Deputy Law Director

BY: _____
James A. Bodenmiller, City Manager

Date _____

EF HUTTON AMERICA, INC.

I hereby certify that the money required for payment of the above obligation in the sum of \$_____ at the time of the making of this contract or order, was lawfully appropriated for such purpose and was in the treasury or in process of collection to the credit of the proper item of appropriation free from any previous encumbrance.

BY: _____
Christopher Daniels, CEO

Finance Director

Request for Commission Action City of Springfield, Ohio

Item Number: 264-16

Agenda Date: 11/22/2016

Today's Date: 11/8/2016

Subject: Approval to enter into an Agreement with ODOT for the construction new asphalt apron, 245' X 200' in front of the new airport hangar addition for S Jet, LLC

Submitted By: Tom Franzen, Assistant City Manager and Director of Economic Development

Department: Economic Development

Contact: Tom Franzen, x 7304

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

Respectfully request the City Commission to approve entering into the Jobs and Commerce Economic Development Agreement Between the State of Ohio, Department of Transportation and City of Springfield for the construction of a new asphalt apron, 245' x 200' in front of the new airport hangar addition for S Jet, LLC. The total cost for the PROJECT is estimated to be \$265,957. Funds provided through ODOT shall be applied only to the eligible costs associated with the actual construction of the PROJECT improvements and construction engineering/inspection activities.

ODOT Jobs & Commerce will provide up to \$100,000 toward the construction cost with the remaining funds to be contributed by S Jet LLC, as required in the lease expansion agreement effective September 1, 2016.

Justification for Emergency Action: *(use reverse side if needed)*

Department/Division	Fund Description	Account Number	Actual Cost
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Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Jobs and Commerce Economic Development Agreement with the Ohio Department of Transportation for aid in the financing of the construction of a new asphalt apron at the Springfield-Beckley Municipal Airport in an amount not to exceed \$100,000.00; authorizing the City Manager, Finance Director and Law Director to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said Jobs and Commerce Economic Development Agreement and to comply with all relevant local, state and federal legal requirements.

...oooOOOooo...

WHEREAS, the City has been notified of the availability of funding from the Ohio Department of Transportation to assist with the construction of a new asphalt apron at the Springfield-Beckley Municipal Airport; and

WHEREAS, this Commission considers it in the best interest of the public that said funding be accepted; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the City Manager is authorized to enter into an Jobs and Commerce Economic Development Agreement, a copy of which is attached hereto and is hereby approved, with the Ohio Department of Transportation for aid in the financing of the construction of a new asphalt apron at the Springfield-Beckley Municipal Airport in an amount not to exceed \$100,000.00.

Section 2. That the City Manager, Finance Director and Law Director are authorized to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said Jobs and Commerce Economic Development Agreements and to comply with all relevant local, state and federal legal requirements.

Section 3. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

**JOBS AND COMMERCE ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND
CITY OF SPRINGFIELD**

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 W. Broad Street, Columbus, Ohio 43223 and, the City of Springfield, 76 East High Street, Springfield, Ohio 45502 (hereinafter referred to as the CITY).

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts and agreements with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.
- 1.3 The CITY will construct a non-exclusive use new asphalt apron, 245' X 200' in front of the new airport hangar addition. (hereinafter referred to as the "PROJECT").
- 1.4 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the Jobs & Commerce Economic Development Program ("JCED") funding (SAC 4JC7) that is being made available for the PROJECT by ODOT.
- 1.5 The CITY shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2. FUNDING AND PAYMENT

- 2.1 The total cost for the PROJECT is estimated to be \$265,957 as set forth below. Funds provided through ODOT shall be applied only to the eligible costs associated with the actual construction of the PROJECT improvements and construction engineering/inspection activities.

ODOT JCED Funds – SAC 4JC7	\$100,000
City of Springfield	\$85,957
JO Economic Development Grant	\$80,000
TOTAL	\$265,957

- 2.2 Funds provided by ODOT shall not exceed \$100,000 or 38 percent of the total project cost, whichever is the lesser amount. The CITY shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and CITY claims.
- 2.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The CITY shall review and approve all invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.
- 2.4 The CITY shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The CITY must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted. The CITY may submit a maximum of two requests for reimbursement. The deadline for the final reimbursement request is December 30, 2017.
- 2.5 Reimbursement to the CITY shall be submitted to:

City of Springfield
 Robert Mauch, Treasurer
 76 East High Street
 Springfield, Ohio 45502
 (937) 324-7329

3. **PROJECT DEVELOPMENT AND DESIGN**

- 3.1 The CITY is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.
- 3.2 Any right, claim, interest, and/or right of action, whether contingent or vested, of the CITY, arising out of or related to any contract entered into by the CITY for the work to be performed by the CITY on this PROJECT is the responsibility of the CITY. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.

4. **CERTIFICATION AND RECAPTURE OF FUNDS**

- 4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the CITY shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

5.2 The CITY hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the CITY's obligations made or agreed to herein.

6. NOTICE

6.1 Notice under this Agreement shall be directed as follows:

If to the CITY:

James A. Bodenmiller
City Manager
City of Springfield
76 East High Street
Springfield, Ohio 45502
(937) 324-7300
jbodenmiller@springfield.ohio.gov

If to ODOT:

A Fred Vogel, Regional Manager
Division of Jobs & Commerce
Ohio Department of Transportation
1980 W. Broad St., MS 3290
Columbus, Ohio 43223
(614) 752-6923
Fred.vogel@dot.ohio.gov

7. FEDERAL REQUIREMENTS

During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest agrees as follows:

7.1 The CITY will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

7.2 The CITY agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The CITY will, in all solicitations or advertisements for employees placed by or on behalf of the CITY, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).

- 7.3 **Compliance with Regulations:** The CITY (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 7.4 **Nondiscrimination:** The CITY, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of the CITY, including procurements of materials and leases of equipment. The CITY will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 7.5 **Solicitations for the CITY, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the CITY of the CITY's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency.
- 7.6 **Information and Reports:** The CITY will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CITY will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 7.7 **Sanctions for Noncompliance:** In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, ODOT will impose such sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- a) Withholding of payments to the CITY under the Agreement until the CITY complies, and/or
 - b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- 7.8 **Incorporation of Provisions:** The CITY will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CITY will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CITY becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the CITY may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the CITY may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)

- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and CITY (or other)s, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)

8. **GENERAL PROVISIONS**

- 8.1 *Record Retention:* The CITY when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the CITY’s obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.
- 8.2 *Ohio Ethics Laws:* The CITY agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 8.3 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the CITY hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising

out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin City, Ohio.

- 8.4 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 8.5 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 8.6 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 8.7 *Term of Agreement:* This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. The CITY acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the CITY and monitoring by Grantor of the results of the award of Grant Funds.
- 8.8 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

**NAME OF POLITICAL SUBDIVISION
OR AUTHORIZED REPRESENTATIVE**

By: _____
Jerry Wray
Director

Date: _____

By: _____

Title: _____

Date: _____

**STATE OF OHIO
OHIO DEPART OF TRANSPORTATION**

Request for Commission Action City of Springfield, Ohio

Item Number: 265-16

Agenda Date: 11/22/16

Today's Date: 10/17/2016

Subject: Sale of Property - 830 N Limestone and 311 Cassilly Street to Littleton & Rue, Incorporated

Submitted By: Tom Franzen, Assistant City Manager and Director of Economic Development

Department: City Manager's Office

Contact: Tom Franzen x7303

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully request Commission Approval to authorize the City Manager to enter into a purchase agreement to sell real estate owned by the City of Springfield located at 830 North Limestone Street and 311 Cassilly Street to Littleton & Rue, Incorporated. The purchase price is \$440,000.

In order to clear provisions related to the City's ownership attributed to the will of Kathryn Littleton, the City shall file and actively pursue a lawsuit in seeking a judicial declaration that the City may sell the property notwithstanding the provisions of the will. The closing of this purchase agreement is contingent on the issuance of a declaratory judgment - acceptable to title insurance underwriter representing the purchaser.

Justification for Emergency Action: *(use reverse side if needed)*

Department/Division	Fund Description	Account Number	Actual Cost
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Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Purchase Agreement to sell certain property to Littleton & Rue, Inc.

...oooOOOooo...

WHEREAS, the City owns certain property described in Exhibit A to the Purchase Agreement attached to this Ordinance, which was acquired through the will of Kathryn Littleton and is no longer needed for municipal purposes; and

WHEREAS, this Commission finds that the terms of the purchase as outlined in the attached Purchase Agreement are reasonable; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That this Commission hereby adopts the findings set forth in the recitals to this Ordinance.

Section 2. That the City Manager is authorized to enter into a Purchase Agreement, a copy of which is attached hereto and is hereby approved, to sell certain property to Littleton & Rue, Inc.

Section 3. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

PURCHASE AGREEMENT

Springfield, Ohio

The Purchaser, Littleton & Rue, Inc. (hereinafter "Purchaser"), hereby agrees to buy from the City of Springfield, Ohio (hereinafter "Seller"), for the consideration and upon the terms hereinafter set forth, the real estate located in the City of Springfield, County of Clark, State of Ohio, and known as: 830 North Limestone Street, Springfield, Ohio and 311 East Cassilly Street, Springfield, Ohio and also described as Permanent Parcel Number 3400700035214012 and 3400700035214013, respectively, in the Clark County Auditor's records, together with all hereditaments, appurtenances, rights, privileges and easements thereunto belonging.

The legal description of the real estate is:

See Attached Exhibit "A"

1. Consideration: Purchaser agrees to pay for said premises the sum of Four Hundred Forty Thousand Dollars (\$440,000.00), which sum shall be payable by depositing One Thousand and 00/100 Dollars (\$1,000.00) with the execution of this agreement, and the balance of Four Hundred Thirty-Nine Thousand Dollars (\$439,000.00) shall be paid by cashier's check or certified funds upon the final closing.
2. Conditions of Purchase:
 - A. Seller acquired this property through the will of Kathryn Littleton. Provisions of the will may impede the issuance of a title insurance policy to Purchaser and Purchaser's lender.
 - B. Seller shall promptly file and actively pursue a lawsuit in a court of competent jurisdiction seeking a judicial declaration that Seller may sell the property notwithstanding the provisions of the will. The closing of this purchase agreement is contingent on the issuance of a declaratory judgment reasonably acceptable to counsel for Purchaser's title insurance underwriter on or before October 31, 2017.
 - C. If a title insurance policy reasonably acceptable to the Purchaser and Purchaser's lender is not issued on or before October 31, 2017 this Agreement shall be terminated and the earnest money deposit returned to the Purchaser.
3. Possession: Purchaser is currently in possession of the subject real estate pursuant to the lease executed on September 24, 1974 with Kathryn A. and Herbert A. Littleton and a Lease Addendum dated May 19, 1983. Upon the closing, the lease shall terminate.
4. Deed: Seller shall convey title to the Purchaser via a municipal warranty deed conveying good and marketable title in fee simple subject to the following provision:

4. Deed: Seller shall convey title to the Purchaser via a municipal warranty deed conveying good and marketable title in fee simple subject to the following provision:

This conveyance is subject to the condition that a portion of the property from the current east right of way line of North Limestone Street and proceeding for a distance of 200 feet shall be maintained as an open lawn and tree area except for the driveway, existing parking areas and existing sign area for a period of 25 years following the date of this deed. Grantor retains the right to enforce this provision through injunction proceedings.

And subject to easements, restrictions and rights of way of record.

5. Taxes and Assessments: Real estate taxes shall be paid by Purchaser. Assessments, if any, shall be paid by Purchaser.

6. Fixtures and Equipment: The consideration shall include all meters, furnaces, firing and furnace control apparatus, air conditioning equipment, heating appliances, gas, electric, bathroom and lavatory fixtures, built-in equipment, attached or affixed carpet and linoleum, window shades or drapes, curtain rods and poles, venetian blinds, pergolas, arbors, shrubs, plants and trees, and awnings, fly screens, auxiliary doors and windows, and porch blinds belonging to the Seller and pertaining to the premises.

7. Damage or Destruction of Property: Purchaser shall continue to be responsible for maintaining hazard insurance on the premises in accordance with the lease executed on September 24, 1974, until this transaction is closed.

8. Duration of Offer: The Purchaser hereby agrees that this offer shall be open for acceptance to midnight, October 25, 2016. The transaction shall be closed within six (6) months after acceptance hereof, or may be extended by the written consent of Seller and Purchaser.

9. Conditions of Deposit: Purchaser's deposit under Paragraph 1 above shall be held by Cole Acton Harmon Dunn under the following terms:

If this offer is not accepted within the time specified, the deposit shall be returned forthwith to the Purchaser;

If this offer is accepted, the deposit shall be applied to the purchase price when the transaction is closed;

If this offer is accepted and the Seller fails or refuses to perform the Seller's part of the contract, the deposit shall be returned to the Purchaser, which return of deposit will not in any way prejudice the rights of the Purchaser in any action for damages or specific performance; or

If this offer is accepted and the Purchaser fails or refuses to perform the Purchaser's part of this contract, said deposit shall be retained by the Seller, which payment or the acceptance thereof shall not in any way prejudice the rights of the Seller in any action for damages or specific performance.

10. Disclosure: The Purchaser has examined all property involved, and in making this offer is relying solely upon such examination with reference to the condition, character and size of the land and improvements, if any.

11. Name and Title to be Taken In: Title to the property shall be taken in the name of Littleton Funeral Home, Inc.

12. Merger: Any terms of this Agreement which have not been satisfied or completed at closing shall survive merger with the deed and shall be satisfied subsequent to closing.

Littleton & Rue, Inc.

By: William H. Hoelscher
William H. Hoelscher, Vice President
Address: 830 N. Limestone Street
Springfield, OH 45503
Phone: (937) 323-6439

PURCHASER

ACCEPTANCE

The undersigned, the Seller, hereby agrees and accepts the foregoing offer.
Signed this ___ day of _____, 2016.

City of Springfield, Ohio

By: _____

76 E. High St., Springfield, Ohio 45502

(937) 324 7300

SELLER

Exhibit "A"

PARCEL I: (830 North Limestone Street, Springfield, Ohio)

Situate in the County of Clark, in the State of Ohio, and in the City of Springfield, and bounded and described as follows, viz:

Beginning at a stone monument on the east marginal line of North Limestone Street, 238 feet south of Robert Rodgers' North line; thence South $2\frac{1}{2}^{\circ}$ West 310 feet with said East marginal line of North Limestone Street to a stone; thence South 88° East 527 feet, more or less, parallel with said north line of Robert Rodgers to a stone in the West marginal line of Mason Street; thence with the West marginal line of Mason Street North $2\frac{1}{2}^{\circ}$ East 310 feet to a stone; thence parallel with the north line of said Robert Rodgers and parallel with South line of premises 527 feet, more or less, to the place of beginning, containing $4\frac{3}{100}$ acres, more or less.

EXCEPTING THEREFROM THE FOLLOWING:

1. .26 of an acre conveyed prior to May 17, 1938 for the purpose of a public street.

2. The premises conveyed by Easement for highway purposes to the State of Ohio as recorded in Volume 545, Page 17, and to the City of Springfield, Ohio, by Quit Claim Deed recorded in Volume 545, Page 19, Deed Records of Clark County, Ohio, and described as follows:

Beginning at the intersection of the south line of Cassilly Street and the east line of Limestone Street, thence along said east line southwardly 11.84 feet to a point, thence northeastwardly 12.89 feet to a point in the south line of Cassilly Street, thence along said south line westwardly 5 feet to the east line of Limestone Street and the place of beginning, containing 29.6 square feet (.001 acre), more or less.

3. Situate in the State of Ohio, County of Clark, and City of Springfield and being part of Section 35, Township 5, Range 9, and beginning at a cut in the concrete walk at the southwest corner of the intersection of Cassilly Street and Mason Street; thence with the west right-of-way line of Mason Street 103.50' to an iron bar on the west right-of-way line of Mason Street; thence west parallel to Cassilly Street 125.0' to an iron bar; thence north parallel to Mason Street 103.50' to a point, passing a spike which is 0.16' south of the actual right-of-way and property line; thence with the south right-of-way Cassilly Street east 125.0' to the place of beginning, containing 0.297 acres.

Being the premises conveyed by Quit Claim Deed recorded in Volume 683, page 422, Deed Records of Clark County, Ohio.

The remaining acreage in Parcel Five being approximately 3.47 acres.

PARCEL 2: (311 East Cassilly Street, Springfield, Ohio)

Situate in the State of Ohio, County of Clark, City of Springfield and being part of Section 35, Township 5, Range 9, and beginning at a cut in the concrete walk at the southwest corner of the intersection of Cassilly Street and Mason Street; thence with the right-of-way line of Mason Street 103.50' to an iron bar on the west right-of-way line of Mason Street; thence west parallel to Cassilly Street 125.0' to an iron bar; thence north parallel to Mason Street 103.50' to a point, passing a spike with the south right-of-way of Cassilly Street east 125.0' to the place of beginning, containing 0.297 acres.

Request for Commission Action City of Springfield, Ohio

Item Number: 107-07

Agenda Date: November 22, 2016

Today's Date: November 2, 2016

Subject: Neighborhood Housing Partnership of Greater Springfield-Home Purchase Rehabilitation Incentive Program (HPRI) - Amendment #10

Submitted By: Shannon Meadows, Community Development Director

Department: HR, Housing & Neighborhood Services

Contact: Ed Leinasars

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract

Prior Ordinance/Resolution: 14-320

Date of Prior Ordinance/Resolution: December 23, 2014

Summary:

Respectfully request City Commission authorize the City Manager to execute Amendment #10 to the Sub-Recipient Agreement dated September 29, 2006, with the Neighborhood Housing Partnership of Greater Springfield, Inc, (NHP), which will revise the Work Program Budget and extend the completion date to December 31, 2017. The Work Program Budget will be revised to permit NHP to retain all CDBG program income received after May 31, 2012, which will be utilized to fund eligible Home Purchase Rehabilitation Incentive, HPRI, participants.

Justification for Emergency Action: *(use reverse side if needed)*

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Community Development	CDBG		\$115,000.00

Total Cost: \$115,000.00

AN ORDINANCE NO. _____

Authorizing the City Manager to execute HPRI Program – Amendment No. 10 to the September 29, 2006 Subrecipient Funding Agreement with Neighborhood Housing Partnership of Greater Springfield, Inc., to revise the Work Program Budget and to extend the completion date to December 31, 2017.

...oooOOOooo...

WHEREAS, the City and Neighborhood Housing Partnership of Greater Springfield, Inc. entered into a Subrecipient Funding Agreement dated September 29, 2006, and amended May 8, 2007, August 21, 2007, July 7, 2008, August 18, 2009, January 25, 2011, September 27, 2011, May 22, 2012, December 23, 2013 and January 6, 2015; and

WHEREAS, the City and Neighborhood Housing Partnership of Greater Springfield, Inc., wish to modify certain provisions of the Subject Agreement to their mutual benefit; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the City Manager is hereby authorized to execute HPRI Program – Amendment No. 10 to the September 29, 2006 Subrecipient Funding Agreement with Neighborhood Housing Partnership of Greater Springfield, Inc., to extend the completion date to December 31, 2017 and to revise the Work Program Budget to permit Neighborhood Housing Partnership of Greater Springfield, Inc. to retain all CDBG program income received after May 31, 2012.

Section 2. That Amendment No. 10 to the September 29, 2006 Subrecipient Funding Agreement, a copy of which is attached hereto, be and hereby is approved.

Section 3. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

SUBRECIPIENT FUNDING AGREEMENT

(HPRI Program – AMENDMENT #10)

THIS AMENDMENT made and entered into this ____ day of _____, 2016, by and between **THE CITY OF SPRINGFIELD, OHIO** (hereinafter referred to as City) and **NEIGHBORHOOD HOUSING PARTNERSHIP OF GREATER SPRINGFIELD, INC.** (hereinafter referred to as Subrecipient): WITNESSETH:

WHEREAS, City and Subrecipient have entered into a Subrecipient Funding Agreement dated September 29, 2006, amended May 8, 2007, August 21, 2007, July 7, 2008, August 18, 2009, January 25, 2011, September 27, 2011, May 22, 2012, December 23, 2013 and January 6, 2015 (hereinafter the "Subject Agreement"), pertaining to operation of an Emergency Repair Program, and wish to modify certain provisions of the Subject Agreement to their mutual benefit.

NOW, THEREFORE, the parties mutually agree as follows:

Section A. Section 4 and 7 of the Subject Agreement be and hereby are amended to read as follows:

4. Time of Performance. This Agreement shall take effect as of June 17, 2003 and shall continue in effect through and including December 31, 2017.

7. Program Income. All income received from Block Grant funded activities shall be considered program income and subject to 24 CFR Part 84, 2 CFR Part 200 (also referred to as the Super Circular) and current CDBG regulations. Unless this Agreement, at ATTACHMENT II Work Program Budget – Amendment #10, specifies whether program income received is to be returned to the City or retained by the Subrecipient, all such income shall be promptly returned to the City upon its request.

Section B. The document entitled "ATTACHMENT II – Work Program Budget - Amendment #10", attached hereto, is incorporated herein by this reference and replaces previous Work Program Budget Attachments.

Section C. In all other respects the Subject Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, City and Subrecipient have executed this agreement by their duly authorized representatives on the date first above written.

APPROVED AS TO FORM
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

Deputy Law Director

BY: _____
James A. Bodenmiller, City Manager

Date _____

**NEIGHBORHOOD HOUSING
PARTNERSHIP OF GREATER
SPRINGFIELD, INC.**

I hereby certify that the money required for payment of the above obligation in the sum of \$ _____ at the time of the making of this contract or order, was lawfully appropriated for such purpose and was in the treasury or in process of collection to the credit of the proper item of appropriation free from any previous encumbrance.

BY: _____
Tina Koumoutsos, Executive Director

Finance Director

Attachment II
Work Program Budget - Amendment #10
Neighborhood Housing Partnership of Greater Springfield, Inc.

Downpayment Assistance Program, HPRI	\$115,000.00
Total	<u>\$115,000.00</u>

Funding may not exceed line item with out written notification and approval from the City.

Income received from the payment and interest is considered program income and must be recorded as such. Program Income shall be used as a part of the revolving loan fund and may only be used for eligible and allowable rehabilitation projects. NHP shall provide for the establishment and administration of a CDBG-Revolving Loan fund into which funds to be provided by the City to NHP shall be initially deposited as well as any program income. Monies to be provided on an as-needed for loan basis. The procedure to be followed for drawing funds from the CITY shall be set forth in the work program Attachment I.

The City shall receive 25% of the interest and loan principal repayment with an itemized report as outlined in the Reporting Requirements Attachment III.

Monies provided are not to be used to defray administrative costs connected with the program.

On or after May 31, 2012, NHP shall retain 100% of all program income received through loan repayments from assisted activities. NHP shall utilize all program income currently on-hand and to be received for use to assist eligible HPRI participants. NHP shall provide the City with an itemized report as outlined in the Reporting Requirements Attachment III, reflecting program activity.

Request for Commission Action City of Springfield, Ohio

Item Number: 180-03

Agenda Date: November 22, 2016

Today's Date: November 2, 2016

Subject: Neighborhood Housing Partnership of Greater Springfield - Emergency Repair Installment Loan Program - Amendment #12

Submitted By: Shannon Meadows, Community Development Director

Department: HR, Housing & Neighborhood Services

Contact: Ed Leinasars

14-Day Ordinance Emergency Ordinance (provide justification below)
 14-Day Resolution Emergency Resolution Motion Contract

Prior Ordinance/Resolution: 15-326

Date of Prior Ordinance/Resolution: 12/8/2015

Summary:

Respectfully request City Commission authorize the City Manager to execute Amendment #12 to the Sub-Recipient Agreement dated June 24, 2003, with the Neighborhood Housing Partnership of Greater Springfield, Inc, (NHP), which will revise the Work Program Budget and extend the completion date to December 31, 2017. The Work Program Budget will be revised to permit NHP to retain all CDBG program income received after May 31, 2012, which will be utilized to fund eligible Home Purchase Rehabilitation Incentive, HPRI, participants, which NHP currently operates through a separate sub-recipient loan agreement.

Justification for Emergency Action: (use reverse side if needed)

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Community Development	CDBG		\$105,000.00

Total Cost: \$105,000.00

AN ORDINANCE NO. _____

Authorizing the City Manager to execute Emergency Repair Program – Amendment No. 12 to the June 24, 2003 Subrecipient Funding Agreement with Neighborhood Housing Partnership of Greater Springfield, Inc. to revise the Work Program Budget and extend the time of performance through December 31, 2017.

...oooOOOooo...

WHEREAS, the City and Neighborhood Housing Partnership of Greater Springfield, Inc., the City's Community Housing Development Organization, have entered into a Subrecipient Funding Agreement dated June 24, 2003, and amended June 29, 2004, May 30, 2006, September 4, 2007, July 1, 2008, June 15, 2009, August 4, 2010, September 27, 2011, May 22, 2012, December 23, 2013, January 6, 2015 and December 8, 2015; and

WHEREAS, the City and Neighborhood Housing Partnership of Greater Springfield, Inc. wish to extend the time of performance through December 31, 2017 and revise the Work Program Budget to permit Neighborhood Housing Partnership of Greater Springfield, Inc. to retain all CDBG program income received after May 31, 2012; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the City Manager is hereby authorized to execute Emergency Repair Program – Amendment No. 12 to the June 24, 2003 Subrecipient Funding Agreement with Neighborhood Housing Partnership of Greater Springfield, Inc. to extend the time of performance through December 31, 2017 and to revise the Work Program Budget to permit Neighborhood Housing Partnership of Greater Springfield, Inc. to retain all CDBG program income received after May 31, 2012.

Section 2. That Amendment No. 12 to the Subrecipient Funding Agreement, a copy of which is attached hereto, be and hereby is approved.

Section 3. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage..

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

SUBRECIPIENT FUNDING AGREEMENT
(Emergency Repair Program – AMENDMENT #12)

THIS AMENDMENT made and entered into this ____ day of _____, 2016, by and between **THE CITY OF SPRINGFIELD, OHIO** (hereinafter referred to as City) and **NEIGHBORHOOD HOUSING PARTNERSHIP OF GREATER SPRINGFIELD, INC.** (hereinafter referred to as Subrecipient): WITNESSETH:

WHEREAS, City and Subrecipient have entered into a Subrecipient Funding Agreement dated June 24, 2003, amended June 29, 2004, May 30, 2006, September 4, 2007, July 1, 2008, June 15, 2009, August 4, 2010, September 27, 2011, May 22, 2012, December 23, 2013, January 6, 2015 and December 8, 2015 (hereinafter the "Subject Agreement"), pertaining to operation of an Emergency Repair Program, and wish to modify certain provisions of the Subject Agreement to their mutual benefit.

NOW, THEREFORE, the parties mutually agree as follows:

Section A. Section 4 and 7 of the Subject Agreement be and hereby are amended to read as follows:

4. Time of Performance. This Agreement shall take effect as of June 17, 2003 and shall continue in effect through and including December 31, 2017.

7. Program Income. All income received from Block Grant funded activities shall be considered program income and subject to 24 CFR Part 84, 2 CFR Part 200 (also referred to as the Super Circular) and current CDBG regulations. Unless this Agreement, at ATTACHMENT II Work Program Budget – Amendment #12, specifies whether program income received is to be returned to the City or retained by the Subrecipient, all such income shall be promptly returned to the City upon its request.

Section B. The document entitled "ATTACHMENT II – Work Program Budget - Amendment #12", attached hereto, is incorporated herein by this reference and replaces previous Work Program Budget Attachments.

Section C. In all other respects the Subject Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, City and Subrecipient have executed this agreement by their duly authorized representatives on the date first above written.

APPROVED AS TO FORM
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

Deputy Law Director

BY: _____
James A. Bodenmiller, City Manager

Date _____

NEIGHBORHOOD HOUSING
PARTNERSHIP OF GREATER
SPRINGFIELD, INC.

I hereby certify that the money required for payment of the above obligation in the sum of \$_____ at the time of the making of this contract or order, was lawfully appropriated for such purpose and was in the treasury or in process of collection to the credit of the proper item of appropriation free from any previous encumbrance.

BY: _____
Tina Koumoutsos, Executive Director

Finance Director

Attachment II
Work Program Budget - Amendment #12
Neighborhood Housing Partnership of Greater Springfield, Inc.

Emergency Repair Loan Program, ERP	\$105,000.00
Total	<u>\$105,000.00</u>

Funding may not exceed line item with out written notification and approval from the City.

Income received from the payment and interest is considered program income and must be recorded as such. Program Income shall be used as a part of the revolving loan fund and may only be used for eligible and allowable rehabilitation projects. NHP shall provide for the establishment and administration of a CDBG Revolving Loan fund into which funds to be provided by the City to NHP shall be initially deposited as well as any program income. Monies to be provided on an as-needed for loan basis. The procedurê to be followed for drawing funds from the CITY shall be set forth in the work program Attachment I.

The City shall receive 25% of the interest and loan principal repayment with an itemized report as outlined in the Reporting Requirements Attachment III.

Monies provided are not to be used to defray administrative costs connected with the program.

On or after May 31, 2012, NHP shall retain 100% of all program income received through loan repayments from assisted activities. NHP shall utilize all program income currently on-hand and to be received for use to assist eligible HPRI participants. NHP shall provide the City with an itemized report as outlined in the Reporting Requirements Attachment III, reflecting program activity.

Request for Commission Action City of Springfield, Ohio

Item Number: 266-16

Agenda Date: 11/22/2016

Today's Date: 11/15/2016

Subject: Acceptance of Grant for CultureFest

Submitted By: Shannon Meadows

Department: CD

Contact: Jackie Sudhoff

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Contract

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

Requesting Ordinance authorizing the acceptance of a grant from The Springfield Foundation to partially support CultureFest 2017 in an amount up to \$2,500.00.

Justification for Emergency Action: *(use reverse side if needed)*

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
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Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Grant Agreement with the Springfield Foundation for a grant to partially support CultureFest 2017 in an amount up to \$2,500.00; authorizing the City Manager, Finance Director and Director of Community Development to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant and to comply with all relevant local, state and federal legal requirements.

...oooOOOooo...

WHEREAS, the City has applied for and received notification from The Springfield Foundation of an award of funding in the amount of \$2,500.00 to be utilized to support CultureFest 2017: NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the City Manager is hereby authorized to enter into a Grant Agreement with the Springfield Foundation for a grant to partially support CultureFest 2017 in an amount up to \$2,500.00.

Section 2. That the Grant Agreement with the Springfield Foundation, a copy of which is attached hereto, be and hereby is approved.

Section 3. That the City Manager, Finance Director and Director of Community Development are hereby authorized to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant and to comply with all relevant local, state and federal legal requirements.

Section 4. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION



Springfield Foundation
For good. For ever.

Grant Agreement

November 11, 2016

The Springfield Foundation has awarded a grant to your organization (the "Grantee"), to be used for the specific purpose(s) described in your request, subject to the general terms of this Agreement and to any special conditions noted below. In order to accept the grant, return one fully-executed original of this Agreement to the Foundation within thirty (30) days.

Grantee Organization: City of Springfield

Address: 76 East High Street, Springfield, OH 45502

Grant Number: 20161258

Amount: \$2,500.00

Type of grant: Program or Project

Charitable Purpose: CultureFest 2017

Funding Grant Period: January 1, 2017 – December 31, 2017

Special conditions: Interim Report due 07/03/2017, Final Report due 10/09/2017

1. Grant Disbursement. The Foundation is prepared to disburse the amount of the grant following the return of this Agreement, with all special conditions fulfilled. *Should your organization not desire receipt of the funds at this time, please include a letter stating your preferred disbursement date.* You will then be provided with a *Funds Request Form* to request disbursement of funds when they are needed for the project or purpose involved.

2. Use of Funds. The grant is to be used only for the charitable purpose(s) described in the grant request, and in accord with the budget submitted with that request. The Grantee may not modify the program for which the grant has been awarded, or divert any portion of the grant to any other use, without the Foundation's prior written approval. A request for re-direction of any grant funds must be submitted to the Foundation in writing and approval is subject to the Foundation's sole discretion. Expenses charged against the grant must be incurred during the funding grant period and must be those expenses itemized in your submitted budget. Any portion of the grant which is not used for the stated purposes during such grant period shall be returned to the Foundation at the end of the period. If the Foundation shall determine that the grantee is not in substantial compliance with the terms of this Agreement, or has lost its Federal tax-exempt status, the grantee shall return any unexpended portion of disbursed funds upon the written request of the Foundation.

3. Non-Discrimination. No person in the United States shall, on the basis of actual or perceived race, color, religion, national origin, sex, gender identity (as defined in paragraph 249(c)(4) of title 18, United States Code), sexual orientation, marital or parental status, political affiliation, military service, physical or mental ability, or any other improper criterion be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the Springfield Foundation, and any other program or activity funded in whole or in part with funds appropriated for grants, cooperative agreements, and other assistance administered by the Springfield Foundation.

4. Credit and Publicity. The Grantee shall review the enclosed *Credit and Publicity Agreement* and agree to its terms. It is important that the Foundation receives acknowledgement for funding of your program and that you will assist with community awareness of the project when the opportunity is present. The Grantee is encouraged to promote public understanding of this grant by using the Foundation's credit logos on all materials as outlined in the Agreement. Copies of promotional materials should be sent to the Foundation's office for inclusion in your grantee file. The Grantee shall allow the Foundation to include

information about the grant in the Foundation's periodic public reports, newsletters, news releases, social media postings, and on the Foundation's website. This includes the amount and purpose of the grant, any photographs you have provided, your logo or trademark, and other information and materials about your organization and its activities.

5. Reports. The Grantee shall provide written reports to the Foundation as stated in the Special Conditions above. Please refer to the *Grant Summary Form* available on the Foundation website at www.springfieldfoundation.org. The Foundation reserves the right to review the Grantee's use of the grant at any time, and the Grantee shall furnish the Foundation with information appropriate for any such review upon request.

As a general policy, a new Grant Application from an organization previously funded by the Foundation will not be considered if the Interim and Final Evaluation Reports are not received by the stated deadlines.

6. Site Visits. The Director of Grants and Scholarships or another Springfield Foundation representative may contact you to arrange a site visit. These visits help to develop relationships and are important as a part of the Foundation's review process. While it is not possible to visit every funded program each year, we welcome opportunities to observe your work. Please try to accommodate these requests.

7. Records. Grantee shall maintain books and records adequate to demonstrate that the grant funds were used for the purpose for which the grant is made, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended. Grantee agrees to give the Foundation reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.

8. General Provisions. The grant is contingent upon the continued operation of the grantee under substantially the same conditions as at the time of the grant application. The grantee shall notify the Foundation immediately of any change in (a) Grantee's legal or tax-exempt status, (b) Grantee's executive or key staff responsible for achieving the grant purposes, and (c) Grantee's ability to expend the grant for the intended purpose.

The Foundation reserves the right to discontinue, modify or withhold payments under this grant award or to require a total or partial refund of any grant funds if, in the Foundation's sole discretion, such action is necessary: (a) because you have not fully complied with the terms and conditions of this grant; (b) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; or (c) to comply with the requirements of any law or regulation applicable to you, the Foundation, or this grant.

9. Contact Information. For further information, contact: **Suzie Carey, Director of Grants and Scholarships**

Springfield Foundation
333 North Limestone Street, Suite 201
Springfield, OH 45503
937/324-8773
susan@springfieldfoundation.org

10. Authorization:

Springfield Foundation Representative

Printed Name SUZIE CAREY Title DIRECTOR OF GRANTS & SCHOLARSHIP
Signature Suzie Carey Date 11/11/16

Grantee Acceptance and Compliance

Printed Name _____ Title _____
Signature _____ Date _____

Request for Commission Action City of Springfield, Ohio

Item Number: 267-16

Agenda Date: 11/22/16

Today's Date: 11/16/16

Subject: Concrete Inspections and Technical Specifications for WTP

Submitted By: Mark Beckdahl, Finance Director

Department: Service/WTP

Contact: Allen Jones, WTP Supt.

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

It is respectfully requested that the City Commission authorize the City Manager to enter into a contract with Burgess and Niple, Inc., 5085 Reed Rd., Columbus, OH 43220 for Concrete Inspections and Technical Specifications. The total cost for the contract shall be \$105,450.00. This recommendation is based on the lowest and best of two proposals received.

Justification for Emergency Action: *(use reverse side if needed)*

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Service/WTP	620/Water Fund Projects	221127-4030 prj. 6170	105,450.00

Total Cost: \$105,450.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into an Agreement for Consulting Engineering Services with Burgess & Niple, Inc. for the Concrete Inspection and Technical Specifications Project at the Water Treatment Plant, for an amount not to exceed \$105,450.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received proposals for the Concrete Inspection and Technical Specifications Project at the Water Treatment Plant; and

WHEREAS, after receiving and reviewing the proposals submitted, the City's Purchasing Division has recommended award of contract to Burgess & Niple, Inc. for the Concrete Inspection and Technical Specifications Project at the Water Treatment Plant; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the City Manager is hereby authorized to enter into an Agreement for Consulting Engineering Services with Burgess & Niple, Inc. for the Concrete Inspection and Technical Specifications Project at the Water Treatment Plant for an amount not to exceed \$105,450.00, a copy of which is attached hereto and is hereby approved.

Section 2. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

AGREEMENT FOR CONSULTING ENGINEERING SERVICES

[Concrete Inspection, Technical Specification Preparation and Construction Phase Services]

THIS AGREEMENT is made and entered into this ___ day of December, 2016 by and between **THE CITY OF SPRINGFIELD, OHIO** (hereinafter referred to as the "OWNER"), whose mailing address is 76 E. High St., Springfield, OH 45502, and **BURGESS & NIPLE, INC.** (hereinafter referred to as "ENGINEER"), an Ohio corporation whose mailing address is 5085 Reed Rd., Columbus, OH 43220-4141:

WITNESSETH:

WHEREAS, OWNER needs assistance with the inspection of various concrete components of its Water Treatment Plant (WTP), located at 201 Eagle City Road, Springfield, OH 45502, preparation of technical specifications for restoration of infrastructure at the WTP and certain limited construction phase engineering services (hereinafter the "Project"); and,

WHEREAS, ENGINEER holds itself out as having the necessary professional expertise and experience to perform such engineering services in connection with the Project; and,

WHEREAS, OWNER has chosen ENGINEER to perform the concrete inspection, restoration design, technical specification preparation and limited construction phase engineering services for said Project; and,

NOW, THEREFORE, in reliance upon the representations of the ENGINEER and in consideration of the terms, conditions and covenants contained or incorporated herein, and the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE I - ENGINEER'S ENGINEERING SERVICES

1.1 ENGINEER shall perform the following engineering services to enable OWNER to restore concrete infrastructure at OWNER'S WTP:

- 1.1.1 Make such plant visits as are necessary to observe and inspect the deteriorated concrete infrastructure at the following facilities:
 - **Filter Building:** East entryway, stairs and dock area and support structures and 5MG clearwell hatches,
 - **Basin:** All concrete from just below the waterline and up, west stairway from basin elevation to roadway elevation, sludge pit lids and interior walls, southeast quarter of the south #2 clarifier floor, and primary chain pit south basin wall, and
 - **Chemical Building:** Main building entrance way and sidewalk, maintenance dock, windowsills, chimney, stairs and process channels between the Chemical

Building and the basins, roof edge along maintenance dock, lime troughs and slaker room entrance way (west) and stairs,

- **WTP Filters:** each filter needs to be inspected to determine if similar deterioration as observed for Filters #1 and #4 is occurring, and to see if further deterioration of Filters #1 and #4 has occurred. Each filter consists of a pair of filter cells, each 16 feet wide and 32 feet long. Each cell has a 32-foot-long tapered flume running along the centerline of the filter cell under the underdrain. This flume is large enough for one person to move through. The flumes from the two cells of a filter are connected via a cross flume on the filter pipe gallery side of the filter and is 16 feet plus the width of the two long flumes in length. Access to the underside of the filter underdrain system is through the 36-inch-diameter backwash supply line. This line is accessible from the 36-inch by 24-inch tee, just outside the filter boxes where the filter discharge line branches from the backwash supply line. Entry into these lines and flumes will require employment of confined space entry procedures, including the use of forced air. The filter underdrains consist of precast concrete panels 6 inches in depth. Each panel contains three 4.125-inch-diameter cores that convey filtered water from the filter cell into the filtered water flume. The Filters will be inspected by ENGINEER'S personnel qualified as a structural engineer.

- 1.1.2 ENGINEER shall perform necessary internal research related to the Criscrete underdrain system. All concrete elements will be inspected by ENGINEER for cracking, scaling, delamination, and signs of reinforcement de-bonding.
- 1.1.3 ENGINEER shall conduct a kickoff meeting at the WTP with ENGINEER'S personnel performing the project and OWNER'S staff to make sure each member of the Project team is fully aware of the scope, schedule, and budget requirements and to organize work so as to minimize interference with OWNER'S WTP operations.
- 1.1.4 ENGINEER shall assemble overall site drawings, and develop the nomenclature, location names, and terminology to be utilized for the Project.
- 1.1.5 For each concrete entity or component ENGINEER, in cooperation with OWNER'S staff, shall supply a naming or location convention, such as a longitudinal stationing, directional location, and similar characteristics intended to allow each noted deficiency to be assigned to a specific location. ENGINEER shall utilize this convention for any bidding assistance or follow-up work resulting from inspection findings. All of ENGINEER'S field notes, photographs, and other inspection information will use this convention in a consistent manner. Additionally, ENGINEER shall establish criteria or definitions for arbitrarily interpreted terminology for concrete spalls and cracks (minor, hairline, heavy, significant, etc.), with all definitions to be quantitative and not subjective.

- 1.1.6 ENGINEER shall establish a list of expected repairs to the concrete infrastructure inspected as stated above in ¶1.1.1, using a systematic approach to characterizing damage and associated repairs will allow repair estimate quantities to be more easily calculated from field notes. ENGINEER shall also establish a repair priority system in cooperation with OWNER'S staff and apply this prioritization to the noted deterioration. Instead of just commenting on an observed defect, ENGINEER'S field notes will reflect the anticipated recommended repair and priority for the defect, eliminating additional steps of office report work.
- 1.1.7 During the course of ENGINEER'S inspections, the inspecting engineer may recommend the performance of selected non-destructive and destructive tests to further define the limits of deterioration and distress. The potential additional tests would only be recommended if ENGINEER believes the test is in the OWNER'S best interest to have performed. These tests can provide insight into concrete and reinforcing steel conditions when deterioration has not yet become visibly apparent. If this happens, ENGINEER will inform the OWNER of this recommended need, and if approved by the OWNER, the selected non-destructive and destructive tests will be performed by ENGINEER as an additional service with the cost based on ENGINEER'S proposal. All such additional work must be approved in advance and authorized by a change order to this contract.
- 1.1.8 ENGINEER shall evaluate the significance of concrete deterioration or damage as it relates to safety, integrity, performance, intended function, and durability. This information will be used to establish relative priority of needed repairs. Prioritization will be based on a matrix of characteristics including: severity of condition, criticality of the component, and potential impact of failure, among other things.
- 1.1.9 ENGINEER shall gather and record all information obtained through ENGINEER'S inspections in an electronic format acceptable to OWNER. Information will be presented by marking up the deterioration on digital photographs and existing plan sheets, with each defect supplemented by a custom-built form composed of descriptions and embedded photographs, all in an electronic format acceptable to OWNER. ENGINEER'S report shall use a similar layout, with field notes to reflect the deliverable format to the greatest extent possible.
- 1.1.10 ENGINEER shall, after prioritizing a list of rehabilitation items, provide repair options to OWNER which will consider:
- **Construction Cost** – Evaluation of construction cost for each proposed rehabilitation option,
 - **Constructability and Phasing** – Construction and design schedule, and construction phasing/plant outages to minimize disruption to plant operations, potential incremental renovation, and

- **Estimated Repair Life** – How long the repair method is expected to last before it may fail (For example, one repair method may cost more than another, but the more expensive method may be expected to endure longer than a less expensive repair method).

1.1.11 ENGINEER shall prepare and deliver to OWNER a draft written report which summarizes ENGINEER'S findings, ENGINEER'S estimate of probable costs of repair methods, and ENGINEER'S assessment of the advantages/disadvantages of repair methods. ENGINEER'S appropriate team members will meet with the OWNER'S staff to review the draft report and discuss the inspected items; notes related to the items; and the advantages, disadvantages, and cost of the potential repair methods. OWNER will decide which repair method(s) will be implemented for observed concrete deterioration. After OWNER has communicated its decisions to ENGINEER, the recommended repair methods and their Probable Construction Costs will be reflected in a final written report to be prepared by ENGINEER and delivered to OWNER.

1.2 ENGINEER shall prepare and deliver to OWNER technical specifications for restoration of deteriorated concrete infrastructure at the WTP, including bid quantities, technical specifications, and drawings for the recommended work. To the extent possible, ENGINEER shall map the work onto existing drawings of the facilities. ENGINEER shall consider constructability and phasing in developing the construction plan. ENGINEER shall clearly define phasing of the improvements within the design to minimize disruption to WTP operations and the technical specifications shall identify construction staging area, prescribe limits of construction activities permitted, establish construction schedule, and otherwise define construction. Technical specifications shall conform to and comply with all applicable *American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61* standards and with Ohio Administrative Code 3745-83 Operational Requirements.

1.3 ENGINEER shall prepare and deliver to OWNER ENGINEER'S final Estimate of Probable Construction Cost for the repairs.

1.4 ENGINEER shall perform bidding assistance services, including: 1) answering questions during bidding, 2) attending a pre-bid meeting, 3) attending bid opening, 4) review of bids, and 5) recommendation for award of a construction contract.

1.5 ENGINEER shall perform construction phase engineering services to include: 1) attending a pre-construction meeting; 2) attending bi-weekly on-site observation of construction progress; 3) review of shop drawings and other submittals to ensure the OWNER receives the correct equipment and materials and that installation is consistent with the Project's design intent; 4) responding to requests for information by the construction contractor; and 5) coordination with OWNER'S WTP staff for partial plant outages.

ARTICLE II – OWNER TO PROVIDE

- 2.1 OWNER will pay all associated fees for advertising in local paper, and maintain a list of plan holders responding to the construction project's advertisement.
- 2.2 OWNER will make available to ENGINEER existing data, plans and documents in OWNER'S possession pertinent to the WTP.
- 2.3 OWNER will clean and scale walls in areas of interest and inspection.
- 2.4 OWNER will remove and reinstall pipe and/or fittings for access to filter areas.

ARTICLE III - PERFORMANCE

3.1 ENGINEER shall perform the work described herein so as to conform to the following time deadlines:

Complete site inspections	September 1, 2017
Deliver draft written report and construction cost estimate	November 1, 2017
Deliver final bidding package with technical specifications and drawings and final cost estimate	January 1, 2018

3.2 Work performed by ENGINEER shall be performed under the supervision of ENGINEER'S R. Russell Neff, PE, BCEE. Mr. Neff will be assisted by Michael Seal, PE, Mark Bernhardt, PE and Alec B. Patton, PE, LEED, AP. All field inspectors will be either qualified bridge inspectors/licensed civil engineers, will have either taken a 2-week course from the Federal Highway Administration (FHWA) detailing inspection of concrete, steel, and other structures, or are licensed structural engineers.

3.3 ENGINEER shall perform all work described in this agreement to the reasonable satisfaction of OWNER'S Utilities Engineer.

3.4 Deliver shall mean depositing the item in the mail, with first class postage, addressed to OWNER or sent by e-mail to an e-mail address designated by OWNER.

ARTICLE IV – COMPENSATION TO THE ENGINEER

4.1 The OWNER shall pay ENGINEER a sum not to exceed the amount of One Hundred Five Thousand Four Hundred Fifty Dollars (\$105,450.00) in consideration for services properly performed under Article I. Payment will be made to ENGINEER for work properly performed and invoiced, subject to the following parameters:

Project Stage Completed	Compensation not to Exceed
Delivery of final written report	Up to \$57,900.00
Construction Contract Awarded	Up to \$83,700.00
Completion of Project construction	Up to \$105,450.00

4.2 ENGINEER shall invoice the OWNER for its compensation as task work is performed and may submit invoices to City at monthly intervals for work performed and price as reflected in Exhibit A, attached hereto and incorporated herein by this reference. All invoices presented shall be in a form acceptable to OWNER'S Finance Director and shall specify the work performed for which the OWNER is being invoiced. Payment will be made to ENGINEER no later than thirty (30) days after OWNER receives a proper invoice for payment. Final payment to which ENGINEER is entitled, shall be made no later than thirty (30) days after the work described in this Agreement has been satisfactorily completed and a proper final invoice has been delivered to the OWNER.

4.3 It is agreed that the compensation described in this Article shall constitute the entire consideration to ENGINEER for all services (i.e. task work, including any subcontracted services and all expenses incurred) performed by ENGINEER pursuant to this Agreement. In no event shall the total compensation paid to ENGINEER for services rendered (regardless of the amount of overtime work ENGINEER deems necessary for ENGINEER'S timely performance of ENGINEER'S obligations under this Agreement), subcontracted services and expenses exceed the maximum sum of One Hundred Five Thousand Four Hundred Fifty Dollars (\$105,450.00).

ARTICLE V - TERMINATION

5.1 The OWNER shall have the right to terminate this Agreement for OWNER'S convenience by giving written notice to ENGINEER of such termination at least fourteen (14) days prior to the effective date of such termination.

5.2 This Agreement may be terminated for cause by either party upon ten (10) days written notice to the other party. If termination is for cause, the defaulting party shall have ten (10) days to cure the default before the termination shall have effect.

5.3 Upon receipt of a termination action pursuant to the above paragraphs, the ENGINEER shall:

5.3.1 Promptly discontinue all services affected (unless the notice directs otherwise);

5.3.2 Deliver or otherwise make available to the OWNER, clear and legible PDF files and CAD Files in Auto CAD" (Newest version available), as applicable, of all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process. If

such information, specifications, etc. have not been finalized by the ENGINEER, ENGINEER shall not be responsible for their accuracy;

- 5.3.3 Upon termination, an equitable adjustment in the compensation provided for in this Agreement shall be made but no amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for the OWNER'S convenience or because of a default on the part of the OWNER, the equitable adjustment for any termination shall provide payment to the ENGINEER for termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become contractually binding prior to the termination;
- 5.3.4 The rights and remedies of the OWNER and the ENGINEER provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE VI - GENERAL PROVISIONS

6.1 All reviews and approvals to be done on behalf of the OWNER under this Agreement shall be performed by the OWNER'S Operations Engineer.

6.2 All documents, including drawings and computer/digital file media prepared by ENGINEER, pursuant to this Agreement, are instruments of service with respect to the Project. Except as otherwise provided herein, it is agreed that, upon payment as provided herein, all deliverables as an entire work, shall become the property of OWNER. Notwithstanding, ENGINEER shall retain its ownership rights to any of its standard or proprietary details or specifications incorporated into the final deliverables and OWNER shall receive a non-transferable, non-exclusive, limited license to use the standard and proprietary specifications in connection with the final deliverables as an entire works. The documents are not intended or represented by ENGINEER to be suitable for reuse or alteration by OWNER or others on the Project, or extensions thereof, or on any other project. Any such reuse or alteration, including alteration during construction, without the expressed written verification of adaptation of the ENGINEER, shall be a risk assumed by OWNER without liability or legal exposure to the ENGINEER. Any such verification of the adaptation relative to said reuse or alteration shall entitle ENGINEER to further compensation as mutually determined by the OWNER and ENGINEER.

6.3 It is agreed that ENGINEER shall have the status of an independent contractor under this Agreement. ENGINEER shall pay and make all required filings in connection with state, city and federal payroll taxes, social security contributions and workers' compensation and unemployment insurance premiums or any other required payments or filings in connection with the engagement of any persons or firms ENGINEER may use in performing its responsibilities under this Agreement.

6.4 ENGINEER agrees that all operations conducted by ENGINEER pursuant to this Agreement shall be in compliance with applicable federal, state and local constitutions, charters, statutes, ordinances, rules and regulations. Warning: It is unlawful for officials and employees of OWNER to receive gratuities. Discrimination by ENGINEER on grounds of race, religion, color, ancestry, nature origin, or sex is unlawful and shall subject ENGINEER to forfeiture. ENGINEER warrants that it shall comply with Chapter 153 of OWNER'S Codified Ordinances.

6.5 ENGINEER shall maintain in effect throughout the term of this Agreement professional liability insurance with a liability limit of no less than \$2,000,000. Upon execution of this document ENGINEER shall deliver to OWNER a certificate certifying to OWNER that such insurance is in effect and that it will not be canceled without at least fifteen (15) days advance notice to OWNER, using the language of ACORD Form 25-S.

6.6 The forum for resolving disputes between OWNER and ENGINEER shall be venued in Clark County, Ohio. Upon demand of either party hereto, any controversy or claim arising out of, or relating to, this Agreement or the breach thereof, shall be submitted to mediation. It is agreed that any and all mediation sessions conducted in mediating any dispute under this Agreement shall be held in Springfield, Ohio unless the parties hereto mutually agree otherwise. This section is not intended to in any way preclude either party from litigating any claims such party may have against the other party (by complaint, counterclaim, crossclaim or any other petition to a court for relief) in any court of law should such party so choose, in the event mediation proves unsuccessful. The parties further agree that the commissioners, employees, directors, and officers of either will not have personal liability for any damages arising under the performance of this Agreement.

6.7 Except as otherwise provided herein, ENGINEER agrees to indemnify and to save the OWNER harmless from liability and damage which the OWNER may suffer as a result of, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of ENGINEER or any employee or agent of ENGINEER. ENGINEER shall maintain in effect throughout the term of this Agreement commercial general liability insurance, including contractual coverage, with a liability limit of no less than \$500,000 for personal injuries and property damage. Upon execution of this document ENGINEER shall deliver to OWNER a certificate certifying to OWNER that such insurance is in effect and that it will not be canceled without at least fifteen (15) days advance notice to OWNER.

6.8 Failure of either party to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by either of the parties hereto at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or consent to a subsequent breach of the same or any other provision.

6.9 This Agreement constitutes the entire understanding of the parties and shall not be altered, changed, modified, or amended except by similar instruments in writing, executed by the parties hereto.

6.10 It is agreed that none of the parties shall have the right at any time to assign its interest in and to this Agreement without the written consent of the other party.

6.11 This Agreement is binding upon and inures to the benefit of the parties hereto, their respective legal representatives, successors and assigns.

6.12 Nothing in this Agreement shall be construed to create any right or benefit for or on behalf of any third party.

IN WITNESS WHEREOF, the parties hereto affixed their signatures by themselves, or by their officers or agents duly authorized in the premises on the day and year first above written.

APPROVED AS TO FORM
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

Deputy Law Director

BY: _____
James A. Bodenmiller, City Manager

Date _____

I hereby certify that the money required for payment of the above obligation in the sum of \$ _____ at the time of the making of this contract or order, was lawfully appropriated for such purpose and was in the treasury or in process of collection to the credit of the proper item of appropriation free from any previous encumbrance.

BURGESS & NIPLE, INC.

BY: _____

Finance Director

EXHIBIT A

Estimated Cost/Project Fee

Based on our understanding of the RFP, the tasks, and the initial observations made during our visits to the plant, we have provided the proposed fee below. Please note that the estimated cost/project fee presented below, especially for Phase 2 services, should be reviewed by the City as a preliminary proposal. The proposed fee for these services is dependent on the final decision after the completion of the Phase 1 services and on the selection of repair alternatives desired by the City. The City may also wish to consider authorizing only the preliminary phase of the work and then authorizing the detailed design and construction phase of the services. Additionally the City may want to have another contingency amount for lab testing services if they are deemed necessary during the course of the project. B&N will solicit proposals for the concrete lab testing services from qualified companies whom B&N has used for other concrete inspection and rehabilitation projects.

TASK	DESCRIPTION	CSM/ Principal	Project Manager	Senior Eng/Inspt	Engineer/ Inspector	Designer	Clerical	Total Hours	Expenses	Fee
PHASE 1	INSPECTION'S AND REPORT	12	30	148	148	12	10	360	\$1,540	\$57,900
	Project Initiation & Kickoff Meeting	4	4	12	16			36	\$60	\$5,700
	Plant Inspections - Filter Building		2	40	40			82	\$750	\$13,600
	Plant Inspections - Basins		2	24	24			50	\$300	\$8,100
	Plant Inspections - Chemical Building		2	16	16			34	\$250	\$5,600
	Develop Repair Menu & Costs		4	16	16			36	\$60	\$5,700
	Prepare Draft Report	4	8	32	32	8	8	92	\$60	\$14,400
	City Review							0		
	Review Meeting & Final Report	4	8	8	4	4	2	30	\$60	\$4,800
PHASE 2	DETAILED DESIGN PHASE	10	35	82	64	40	18	249	\$750	\$99,000
	Design Services, City Review, Finalize	8	24	48	16	40	16	152	\$120	\$23,500
	Advertise & Bidding		3	10			2	15	\$30	\$2,300
	Services During Construction	2	8	24	48			82	\$600	\$13,200
	Total B&N Costs							Total B&N Costs		\$96,900
	Testing Contingency							Testing Contingency		\$8,550
	Total Fee & Testing							Total Fee & Testing		\$105,450

Potential Sample Removal and Lab Analysis/Testing Cost Summary

Chloride Ion Analysis, \$75 per sample, 10 test locations & 3 samples per location = \$2250

Half Cell Potential Measurements, \$250/location, 10 locations = \$2500

Petrographic Analysis, \$1400/location, 2 locations = \$2800

Cores, \$20.compression test, 4 cores = \$1000

Request for Commission Action City of Springfield, Ohio

Item Number: 268-16

Agenda Date: 11/22/2016

Today's Date: 11/16/2016

Subject: Annual Update to Criminal Code

Submitted By: Connie J. Chappell

Department: City Clerk

Contact: 324 7341

14-Day Ordinance Emergency Ordinance (provide justification below)
 14-Day Resolution Emergency Resolution Motion Contract

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

The Walter H. Drane Company, the City's codification firm, has completed Springfield's annual update to incorporate State law changes into the Traffic and General Offenses Chapters. The revised sections have been reviewed by City Prosecutor Ross.

It is respectfully requested that the City Commission pass an ordinance adopting the update.

An Ordinance No. _____

Amending certain provisions of the Traffic and General Offenses Codes and repealing corresponding sections.



WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with recently enacted amendments to State law; and

BE IT ORDAINED by the City Commission of the City of Springfield, Ohio:

Section 1. That the Traffic Code of The City of Springfield, Ohio, is hereby amended by the amendment of Section 301.20 to read as follows:

301.20 MOTOR VEHICLE.

"Motor vehicle" means every vehicle propelled or drawn by power other than muscular power, except motorized bicycles, road rollers, traction engines, power shovels, power cranes and other equipment used in construction work and not designed for or employed in general highway transportation, hole-digging machinery, well-drilling machinery, ditch-digging machinery, farm machinery, and trailers designed and used exclusively to transport a boat between a place of storage and a marina, or in and around a marina, when drawn or towed on a street or highway for a distance of no more than ten miles and at a speed of twenty-five miles per hour or less.

(ORC 4511.01(B))

The definitions of "moped (a.k.a. "motorized bicycle" or "moped" under ORC 4501.01(L) effective 1/1/2017)," "motor-driven cycle," "motor scooter," "manufactured home," and "mobile home" are incorporated into this section by reference from the Definitions found in ORC 4501.01.

Section 2. That the Traffic Code of The City of Springfield, Ohio, is hereby amended by the amendment of Section 335.021 to read as follows:

335.021 OHIO DRIVER'S LICENSE REQUIRED FOR IN STATE RESIDENTS.

(a) Any person who becomes a resident of this State, within thirty days of becoming a resident, shall surrender any driver's license issued by another state to the Registrar of Motor Vehicles or a Deputy Registrar. If such a person intends to operate a motor vehicle upon the public roads or highways, the person shall apply for a driver's license in this State. If the person fails to apply for a driver's license within thirty days of becoming a resident, the person shall not operate any motor vehicle in this Municipality under a license issued by another state.

(b) (1) Whoever violates subsection (a) of this section is guilty of a minor misdemeanor.

(2) The offense established under subsection (b)(1) of this section is a strict liability offense and strict liability is a culpable mental state for purposes of Ohio R.C. 2901.20. The designation of this offense as a strict liability offense shall not be construed to imply that any other offense, for which there is no specified degree of culpability, is not a strict liability offense.

(c) For purposes of subsection (a) of this section, "resident" means any person to whom any of the following applies:

- (1) The person maintains their principal residence in this State and does not reside in this State as a result of the person's active service in the United States Armed Forces.
- (2) The person is determined by the Registrar of Motor Vehicles to be a resident in accordance with standards adopted by the Registrar under Ohio R.C. 4507.01. (ORC 4507.213)

Section 3. That the Traffic Code of The City of Springfield, Ohio, is hereby amended by the amendment of Section 335.09 to read as follows:

335.09 DISPLAY OF LICENSE PLATES.

(a) No person who is the owner or operator of a motor vehicle shall fail to properly display in plain view on the front and rear of the motor vehicle the distinctive number and registration mark, including any county identification sticker and any validation sticker issued under Ohio R.C. 4503.19 and 4503.191, furnished by the Ohio Director of Public Safety, except that a manufacturer of motor vehicles or dealer therein, the holder of an intransit permit, and the owner or operator of a motorcycle, cab-enclosed motorcycle, autocycle, moped, motor-driven cycle, motor scooter, motorized bicycle, manufactured home, mobile home, trailer or semitrailer shall display on the rear only. A motor vehicle that is issued two license plates shall display the validation sticker on the rear license plate. A commercial tractor that does not receive an apportioned license plate under the international registration plan shall be issued one license plate and one validation sticker, which license plate and validation sticker shall be displayed on the front of the commercial tractor. An apportioned vehicle receiving an apportioned license plate under the international registration plan shall display the license plate only on the front of a commercial tractor and on the rear of all other vehicles. All license plates shall be securely fastened so as not to swing, and shall not be covered by any material that obstructs their visibility.

No person to whom a temporary license placard or windshield sticker has been issued for the use of a motor vehicle under Ohio R.C. 4503.182, and no operator of that motor vehicle, shall fail to display the temporary license placard in plain view from the rear of the vehicle either in the rear window or on an external rear surface of the motor vehicle, or fail to display the windshield sticker in plain view on the rear window of the motor vehicle. No temporary license placard or windshield sticker shall be covered by any material that obstructs its visibility.

(b) "Autocycle" means a three-wheeled motorcycle that is manufactured to comply with federal safety requirements for motorcycles and that is equipped with safety belts, a steering wheel, and seating that does not require the operator to straddle or sit astride to ride the motorcycle.

(c) "Cab-enclosed motorcycle" means a motor vehicle with motive power, having a seat or saddle for the use of the operator, designed to travel on not more than three wheels in contact with the ground, and having an occupant compartment top or an occupant compartment top that is installed.

(d) Whoever violates this section is guilty of a minor misdemeanor.
(ORC 4503.21)

Section 4. That the Traffic Code of The City of Springfield, Ohio, is hereby amended by the enactment of Section 335.111 to read as follows:

335.111 REGISTRATION WITHIN THIRTY DAYS OF RESIDENCY.

(a) Within thirty days of becoming a resident of this State, any person who owns a motor vehicle operated or driven upon the public roads or highways shall register the vehicle in this State. If such a person fails to register a vehicle owned by the person, the person shall not operate any motor vehicle in this Municipality under a license issued by another state.

- (b) (1) Whoever violates subsection (a) of this section is guilty of a minor misdemeanor.
- (2) The offense established under subsection (b)(1) of this section is a strict liability offense and strict liability is a culpable mental state for purposes of Ohio R.C. 2901.20. The designation of this offense as a strict liability offense shall not be construed to imply that any other offense, for which there is no specified degree of culpability, is not a strict liability offense.
- (c) For purposes of subsection (a) of this section, "resident" means any person to whom any of the following applies:
 - (1) The person maintains their principal residence in this State and does not reside in this State as a result of the person's active service in the United States Armed Forces.
 - (2) The person is determined by the Registrar of Motor Vehicles to be a resident in accordance with standards adopted by the Registrar under Ohio R.C. 4507.01. (ORC 4503.111)

Section 5. That the Traffic Code of The City of Springfield, Ohio, is hereby amended by the amendment of Section 335.12 to read as follows:

335.12 STOPPING AFTER ACCIDENT UPON STREETS; COLLISION WITH UNATTENDED VEHICLE.

- (a) (1) In the case of a motor vehicle accident or collision with persons or property on a public road or highway, the operator of the motor vehicle, having knowledge of the accident or collision, immediately shall stop the operator's motor vehicle at the scene of the accident or collision. The operator shall remain at the scene of the accident or collision until the operator has given the operator's name and address and, if the operator is not the owner, the name and address of the owner of that motor vehicle, together with the registered number of that motor vehicle, to all of the following:
 - A. Any person injured in the accident or collision;
 - B. The operator, occupant, owner or attendant of any motor vehicle damaged in the accident or collision;
 - C. The police officer at the scene of the accident or collision.
- (2) In the event an injured person is unable to comprehend and record the information required to be given under subsection (a)(1) of this section, the other operator involved in the accident or collision shall notify the nearest police authority concerning the location of the accident or collision, and the operator's name, address and the registered number of the motor vehicle the operator was operating. The operator shall remain at the scene of the accident or collision until a police officer arrives, unless removed from the scene by an emergency vehicle operated by a political subdivision or an ambulance.
- (3) If the accident or collision is with an unoccupied or unattended motor vehicle, the operator who collides with the motor vehicle shall securely attach the information required to be given in this section, in writing, to a conspicuous place in or on the unoccupied or unattended motor vehicle.
- (b) (1) Whoever violates subsection (a) of this section is guilty of failure to stop after an accident. Except as otherwise provided in subsection (b)(2) or (3) of this section, failure to stop after an accident is a misdemeanor of the first degree.
- (2) If the accident or collision results in serious physical harm to a person, failure to stop after an accident is a felony and shall be prosecuted under appropriate State law.

- (3) If the accident or collision results in the death of a person, failure to stop after an accident is a felony and shall be prosecuted under appropriate State law.
- (4) In all cases, the court, in addition to any other penalties provided by law, shall impose upon the offender a class five suspension of the offender's driver's license, commercial driver's license, temporary instruction permit, probationary license, or nonresident operating privilege from the range specified in division (A)(5) of Ohio R.C. 4510.02. No judge shall suspend the first six months of suspension of an offender's license, permit, or privilege required by this subsection.

The offender shall provide the court with proof of financial responsibility as defined in Ohio R.C. 4509.01. If the offender fails to provide that proof of financial responsibility, then, in addition to any other penalties provided by law, the court may order restitution pursuant to Ohio R.C. 2929.18 or 2929.28 in an amount not exceeding five thousand dollars (\$5,000) for any economic loss arising from an accident or collision that was the direct and proximate result of the offender's operation of the motor vehicle before, during or after committing the offense charged under this section. (ORC 4549.02)

Section 6. That the Traffic Code of The City of Springfield, Ohio, is hereby amended by the amendment of Section 335.13 to read as follows:

335.13 STOPPING AFTER ACCIDENT UPON PROPERTY OTHER THAN STREET.

- (a)
 - (1) In the case of a motor vehicle accident or collision resulting in injury or damage to persons or property on any public or private property other than a public road or highway, the operator of the motor vehicle, having knowledge of the accident or collision, shall stop at the scene of the accident or collision. Upon request of any person who is injured or damaged, or any other person, the operator shall give that person the operator's name and address, and, if the operator is not the owner, the name and address of the owner of that motor vehicle, together with the registered number of that motor vehicle, and, if available, exhibit the operator's driver's or commercial driver's license.
 - (2) If the operator of the motor vehicle involved in the accident or collision does not provide the information specified in subsection (a)(1) of this section, the operator shall give that information, within twenty-four hours after the accident or collision, to the Police Department.
 - (3) If the accident or collision is with an unoccupied or unattended motor vehicle, the operator who collides with the motor vehicle shall securely attach the information required under subsection (a)(1) of this section, in writing, to a conspicuous place in or on the unoccupied or unattended motor vehicle.
- (b)
 - (1) Whoever violates subsection (a) of this section is guilty of failure to stop after a nonpublic road accident. Except as otherwise provided in subsection (b)(2) or (3) of this section, failure to stop after a nonpublic road accident is a misdemeanor of the first degree.
 - (2) If the accident or collision results in serious physical harm to a person, failure to stop after a nonpublic road accident is a felony and shall be prosecuted under appropriate State law.
 - (3) If the accident or collision results in the death of a person, failure to stop after a nonpublic road accident is a felony and shall be prosecuted under appropriate State law.
 - (4) In all cases, the court, in addition to any other penalties provided by law, shall impose upon the offender a class five suspension of the offender's driver's license, commercial driver's license, temporary instruction permit, probationary license, or nonresident operating privilege from the range

specified in division (A)(5) of Ohio R.C. 4510.02. No judge shall suspend the first six months of suspension of an offender's license, permit, or privilege required by this subsection.

The offender shall provide the court with proof of financial responsibility as defined in Ohio R.C. 4509.01. If the offender fails to provide that proof of financial responsibility, then, in addition to any other penalties provided by law, the court may order restitution pursuant to Ohio R.C. 2929.18 or 2929.28 in an amount not exceeding five thousand dollars (\$5,000) for any economic loss arising from an accident or collision that was the direct and proximate result of the offender's operation of the motor vehicle before, during or after committing the offense charged under this section. (ORC 4549.021)

Section 7. That the General Offenses Code of The City of Springfield, Ohio, is hereby amended by the amendment of Section 505.071 to read as follows:

505.071 CRUELTY TO COMPANION ANIMALS.

(a) As used in this section:

- (1) "Companion animal" means any animal that is kept inside a residential dwelling and any dog or cat regardless of where it is kept, including a pet store as defined in Ohio R.C. 956.01. "Companion animal" does not include livestock or any wild animal.
- (2) "Cruelty", "torment" and "torture" have the same meanings as in Ohio R.C. 1717.01.
- (3) "Residential dwelling" means a structure or shelter or the portion of a structure or shelter that is used by one or more humans for the purpose of a habitation.
- (4) "Practice of veterinary medicine" has the same meaning as in Ohio R.C. 4741.01.
- (5) "Wild animal" has the same meaning as in Ohio R.C. 1531.01.
- (6) "Federal animal welfare act" means the "Laboratory Animal Act of 1966", Pub. L. No. 89-544, 80 Stat. 350 (1966), 7 U.S.C.A. 2131 et seq., as amended by the "Animal Welfare Act of 1970", Pub. L. No. 91-579, 84 Stat. 1560 (1970), the "Animal Welfare Act Amendments of 1976", Pub. L. No. 94-279, 90 Stat. 417 (1976), and the "Food Security Act of 1985", Pub. L. No. 99-198, 99 Stat. 1354 (1985), and as it may be subsequently amended.
- (7) "Dog kennel" means an animal rescue for dogs that is registered under Ohio R.C. 956.06, a boarding kennel or a training kennel.
- (8) "Boarding kennel" means an establishment operating for profit that keeps, houses, and maintains dogs solely for the purpose of providing shelter, care, and feeding of the dogs in return for a fee or other consideration.
- (9) "Training kennel" means an establishment operating for profit that keeps, houses, and maintains dogs for the purpose of training the dogs in return for a fee or other consideration.
- (10) "Livestock" means horses, mules, and other equidae; cattle, sheep, goats, and other bovidae; swine and other suidae; poultry; alpacas; llamas; captive white-tailed deer; and any other animal that is raised or maintained domestically for food or fiber.
- (11) "Captive white-tailed deer" means legally acquired deer that are held in private ownership at a facility licensed under Ohio R.C. Section 943.03 or 943.031 and under Ohio R.C. Section 1533.71 or 1533.721.

(b) No person shall knowingly torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against a companion animal.

(c) No person who confines or who is the custodian or caretaker of a companion animal shall negligently do any of the following:

- (1) Torture, torment or commit an act or cruelty against the companion animal;
 - (2) Deprive the companion animal of necessary sustenance, or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water, if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;
 - (3) Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.
- (d) No owner, manager or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall negligently do any of the following:
- (1) Torture, torment, or commit an act of cruelty against the companion animal;
 - (2) Deprive the companion animal of necessary sustenance, or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water, if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;
 - (3) Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.
- (e) Subsections (b), (c) and (d) of this section do not apply to any of the following:
- (1) A companion animal used in scientific research conducted by an institution in accordance with the federal animal welfare act and related regulations;
 - (2) The lawful practice of veterinary medicine by a person who has been issued a license, temporary permit, or registration certificate to do so under Ohio R.C. Chapter 4741;
 - (3) Dogs being used or intended for use for hunting or field trial purposes, provided that the dogs are being treated in accordance with usual and commonly accepted practices for the care of hunting dogs;
 - (4) The use of common training devices, if the companion animal is being treated in accordance with usual and commonly accepted practices for the training of animals;
 - (5) The administering of medicine to a companion animal that was properly prescribed by a person who has been issued a license, temporary permit, or registration certificate under Ohio R.C. Chapter 4741.
(ORC 959.131)
- (f)
- (1) Whoever violates subsection (b) hereof is guilty of a misdemeanor of the first degree on a first offense. On each subsequent offense such person is guilty of a felony and shall be prosecuted under appropriate State law.
 - (2) Whoever violates subsection (c) hereof is guilty of a misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense.
 - (3) Whoever violates subsection (d) hereof is guilty of a misdemeanor of the first degree.
 - (4) A. A court may order a person who is convicted of or pleads guilty to a violation of this section to forfeit to an impounding agency,

as defined in Ohio R.C. 959.132, any or all of the companion animals in that person's ownership or care. The court also may prohibit or place limitations on the person's ability to own or care for any companion animals for a specified or indefinite period of time.

- B. A court may order a person who is convicted of or pleads guilty to a violation of this section to reimburse an impounding agency for the reasonably necessary costs incurred by the agency for the care of a companion animal that the agency impounded as a result of the investigation or prosecution of the violation, provided that the costs were not otherwise paid under Ohio R.C. 959.132.
- (5) If a court has reason to believe that a person who is convicted of or pleads guilty to a violation of this section suffers from a mental or emotional disorder that contributed to the violation, the court may impose as a community control sanction or as a condition of probation a requirement that the offender undergo psychological evaluation or counseling. The court shall order the offender to pay the costs of the evaluation or counseling. (ORC 959.99)

Section 8. That the General Offenses Code of The City of Springfield, Ohio, is hereby amended by the amendment of Section 513.01 to read as follows:

513.01 DEFINITIONS.

As used in this chapter, certain terms are defined as follows:

- (a) "Administer" means the direct application of a drug, whether by injection, inhalation, ingestion or any other means to a person or an animal.
(ORC 3719.01)
- (b) "Bulk amount" of a controlled substance means any of the following:
 - (1) For any compound, mixture, preparation, or substance included in Schedule I, Schedule II or Schedule III, with the exception of controlled substance analogs, marihuana, cocaine, L.S.D., heroin, and hashish and except as provided in subsection (b)(2) or (5) hereof, whichever of the following is applicable:
 - A. An amount equal to or exceeding ten grams or twenty-five unit doses of a compound, mixture, preparation or substance that is or contains any amount of a Schedule I opiate or opium derivative;
 - B. An amount equal to or exceeding ten grams of a compound, mixture, preparation or substance that is or contains any amount of raw or gum opium;
 - C. An amount equal to or exceeding thirty grams or ten unit doses of a compound, mixture, preparation or substance that is or contains any amount of a Schedule I hallucinogen other than tetrahydrocannabinol, or lysergic acid amide, or a Schedule I stimulant or depressant;
 - D. An amount equal to or exceeding twenty grams or five times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation or substance that is or contains any amount of a Schedule II opiate or opium derivative;
 - E. An amount equal to or exceeding five grams or ten unit doses of a compound, mixture, preparation or substance that is or contains any amount of phencyclidine;
 - F. An amount equal to or exceeding 120 grams or thirty times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation or substance that is or contains any amount

of a Schedule II stimulant that is in a final dosage form manufactured by a person authorized by the Federal Food, Drug, and Cosmetic Act, 52 Stat. 1040 (1938), 21 U.S.C.A. 301, as amended, and the Federal Drug Abuse Control laws as defined in Ohio R.C. 3719.01, that is or contains any amount of a Schedule II depressant substance or a Schedule II hallucinogenic substance;

- G. An amount equal to or exceeding three grams of a compound, mixture, preparation or substance that is or contains any amount of a Schedule II stimulant, or any of its salts or isomers, that is not in a final dosage form manufactured by a person authorized by the Federal Food, Drug, and Cosmetic Act and the Federal Drug Abuse Control laws;
- (2) An amount equal to or exceeding one hundred twenty grams or thirty times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation, or substance that is or contains any amount of a Schedule III or IV substance other than an anabolic steroid or a Schedule III opiate or opium derivative;
- (3) An amount equal to or exceeding twenty grams or five times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation, or substance that is or contains any amount of a Schedule III opiate or opium derivative;
- (4) An amount equal to or exceeding 250 milliliters or 250 grams of a compound, mixture, preparation or substance that is or contains any amount of a Schedule V substance.
- (5) An amount equal to or exceeding 200 solid dosage units, sixteen grams or sixteen milliliters of a compound, mixture, preparation or substance that is or contains any amount of a Schedule III anabolic steroid.
(ORC 2925.01)
- (c) "Controlled substance" means a drug, compound, mixture, preparation or substance included in Schedule I, II, III, IV, or V.
- (d) "Controlled substance analog" has the same meaning as provided in Ohio R.C. 3719.01.
- (e) "Counterfeit controlled substance" means:
 - (1) Any drug that bears, or whose container or label bears, a trademark, trade name or other identifying mark used without authorization of the owner of rights to that trademark, trade name or identifying mark; or
 - (2) Any unmarked or unlabeled substance that is represented to be a controlled substance manufactured, processed, packed or distributed by a person other than the person that manufactured, processed, packed or distributed it; or
 - (3) Any substance that is represented to be a controlled substance but is not a controlled substance or is a different controlled substance; or
 - (4) Any substance other than a controlled substance that a reasonable person would believe to be a controlled substance because of its similarity in shape, size and color, or its marking, labeling, packaging, distribution or the price for which it is sold or offered for sale.
- (f) "Cultivate" includes planting, watering, fertilizing or tilling.
(ORC 2925.01)
- (g) "Dangerous drug" means any of the following:
 - (1) Any drug to which either of the following applies:
 - A. Under the "Federal Food, Drug, and Cosmetic Act", 52 Stat. 1040 (1938), 21 U.S.C.A. 301, as amended, the drug is required to bear a label containing the legend "Caution: Federal law prohibits dispensing without prescription" or "Caution: Federal law restricts this drug to use by or on the order of a licensed

- veterinarian" or any similar restrictive statement, or the drug may be dispensed only upon a prescription;
- B. Under Ohio R.C. Chapter 3715 or 3719, the drug may be dispensed only upon a prescription.
- (2) Any drug that contains a Schedule V controlled substance and that is exempt from Ohio R.C. Chapter 3719 or to which that chapter does not apply;
- (3) Any drug intended for administration by injection into the human body other than through a natural orifice of the human body. (ORC 4729.01)
- (h) "Deception" and "theft offense" have the same meanings as in Ohio R.C. 2913.01.
(ORC 2925.01)
- (i) "Dispense" means sell, leave with, give away, dispose of or deliver.
- (j) "Distribute" means to deal in, ship, transport or deliver but does not include administering or dispensing a drug. (ORC 3719.01)
- (k) "Drug" means:
- (1) Any article recognized in the United States pharmacopoeia and national formulary, or any supplement to them, intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans or animals;
- (2) Any other article intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans or animals;
- (3) Any article, other than food, intended to affect the structure or any function of the body of humans or animals;
- (4) Any article intended for use as a component of any article specified in subsections (k)(1), (2) or (3) of this section; but does not include devices or their components, parts or accessories.
(ORC 4729.01)
- (l) "Drug of abuse" means any controlled substance as defined in subsection (c) hereof, any harmful intoxicant as defined in subsection (o) hereof and any dangerous drug as defined in subsection (g) hereof.
(ORC 3719.011)
- (m) "Drug abuse offense" means any of the following:
- (1) A violation of Ohio R.C. 2925.02, 2925.03, 2925.04 to 2925.06, 2925.11, 2925.12, 2925.13, 2925.22, 2925.23, 2925.24, 2925.31, 2925.32, 2925.36 or 2925.37; or a violation of Ohio R.C. 2913.02(A) that constitutes theft of drugs;
- (2) A violation of an existing or former law of this or any other state or of the United States, that is substantially equivalent to any section listed in subsection (m)(1) hereof;
- (3) An offense under an existing or former law of this or any other state, or of the United States, of which planting, cultivating, harvesting, processing, making, manufacturing, producing, shipping, transporting, delivering, acquiring, possessing, storing, distributing, dispensing, selling, inducing another to use, administering to another, using or otherwise dealing with a controlled substance is an element;
- (4) A conspiracy or attempt to commit, or complicity in committing or attempting to commit any offense under subsection (m)(1), (2) or (3) hereof.
- (n) "Felony drug abuse offense" means any drug abuse offense that would constitute a felony under the laws of this State, any other state or the United States.
- (o) "Harmful intoxicant" does not include beer or intoxicating liquor, but means any of the following:
- (1) Any compound, mixture, preparation or substance the gas, fumes or vapor of which when inhaled can induce intoxication, excitement, giddiness, irrational behavior, depression, stupefaction, paralysis, unconsciousness, asphyxiation or other harmful physiological effects, and includes, but is not limited to, any of the following:

- A. Any volatile organic solvent, plastic cement, model cement, fingernail polish remover, lacquer thinner, cleaning fluid, gasoline, or other preparation containing a volatile organic solvent;
 - B. Any aerosol propellant;
 - C. Any fluorocarbon refrigerant;
 - D. Any anesthetic gas.
- (2) Gamma Butyrolactone;
 - (3) 1,4 Butanediol.
- (p) "Hashish" means the resin or a preparation of the resin contained in marihuana, whether in solid form or in a liquid concentrate, liquid extract, or liquid distillate form.
 - (q) "Hypodermic" means a hypodermic syringe or needle, or other instrument or device for the injection of medication. (ORC 3719.01)
 - (r) "Juvenile" means a person under eighteen years of age.
 - (s) "Lawful prescription" means a prescription that is issued for a legitimate medical purpose by a licensed health professional authorized to prescribe drugs, that is not altered or forged, and that was not obtained by means of deception or by the commission of any theft offense.
 - (t) "Licensed health professional authorized to prescribe drugs", "prescriber" and "prescription" have the same meanings as in Ohio R.C. 4729.01.
 - (u) "Manufacture" means to plant, cultivate, harvest, process, make, prepare or otherwise engage in any part of the production of a drug by propagation, extraction, chemical synthesis or compounding, or any combination of the same, and includes packaging, repackaging, labeling and other activities incident to production. (ORC 2925.01)
 - (v) "Manufacturer" means a person who manufactures a controlled substance as "manufacture" is defined in Ohio R.C. 3715.01.
 - (w) Except as provided in subsection (w)(2) hereof:
 - (1) "Marihuana" means all parts of a plant of the genus cannabis, whether growing or not, the seeds of a plant of that type; the resin extracted from a part of a plant of that type; and every compound, manufacture, salt, derivative, mixture or preparation of a plant of that type or of its seeds or resin. "Marihuana" does not include the mature stalks of the plant, fiber produced from the stalks, oils or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from the mature stalks, fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination. (ORC 3719.01)
 - (2) "Marihuana" does not include hashish. (ORC 2925.01)
 - (x) "Methamphetamine" means methamphetamine, any salt, isomer, or salt of an isomer of methamphetamine, or any compound, mixture, preparation, or substance containing methamphetamine or any salt, isomer or salt of an isomer of methamphetamine. (ORC 2925.01)
 - (y) "Official written order" means an order written on a form provided for that purpose by the Director of the United States Drug Enforcement Administration, under any laws of the United States making provision for the order, if the order forms are authorized and required by Federal law. (ORC 3719.01)
 - (z) Offense.
 - (1) An offense is "committed in the vicinity of a school" if the offender commits the offense on school premises, in a school building, or within one thousand feet of the boundaries of any school premises, regardless of whether the offender knows the offense is being committed on school premises, in a school building, or within one thousand feet of the boundaries of any school premises. (ORC 2925.01)

- (2) An offense is "committed in the vicinity of a juvenile" if the offender commits the offense within one hundred feet of a juvenile or within the view of a juvenile, regardless of whether the offender knows the age of the juvenile, whether the offender knows the offense is being committed within one hundred feet of or within view of the juvenile, or whether the juvenile actually views the commission of the offense.
- (aa) "Pharmacist" means a person licensed under Ohio R.C. Chapter 4729 to engage in the practice of pharmacy.
- (bb) "Pharmacy" has the same meaning as in Ohio R.C. 4729.01.
- (cc) "Poison" means any drug, chemical, or preparation likely to be deleterious or destructive to adult human life in quantities of four grams or less. (ORC 3719.01)
- (dd) "Possess" or "possession" means having control over a thing or substance but may not be inferred solely from mere access to the thing or substance through ownership or occupation of the premises upon which the thing or substance is found.
- (ee) "Public premises" means any hotel, restaurant, tavern, store, arena, hall, or other place of public accommodation, business, amusement, or resort. (ORC 2925.01)
- (ff) "Sale" includes delivery, barter, exchange, transfer or gift, or offer thereof, and each transaction of those natures made by any person, whether as principal, proprietor, agent, servant or employee. (ORC 3719.01)
- (gg) "Sample drug" means a drug or pharmaceutical preparation that would be hazardous to health or safety if used without the supervision of a licensed health professional authorized to prescribe drugs, or a drug of abuse, and that, at one time, had been placed in a container plainly marked as a sample by a manufacturer. (ORC 2925.01)
- (hh) "Schedule I", "Schedule II", "Schedule III", "Schedule IV" and "Schedule V" mean controlled substance Schedules I, II, III, IV, and V respectively, established pursuant to Ohio R.C. 3719.41, as amended pursuant to Ohio R.C. 3719.43 or 3719.44. (ORC 3719.01)
- (ii) "School" means any school operated by a board of education, any community school established under Ohio R.C. Chapter 3314, or any nonpublic school for which the State Board of Education prescribes minimum standards under Ohio R.C. 3301.07, whether or not any instruction, extracurricular activities or training provided by the school is being conducted at the time a criminal offense is committed.
- (jj) "School building" means any building in which any of the instruction, extracurricular activities or training provided by a school is conducted, whether or not any instruction, extracurricular activities or training provided by the school is being conducted in the school building at the time a criminal offense is committed.
- (kk) "School premises" means either of the following:
- (1) The parcel of real property on which any school is situated, whether or not any instruction, extracurricular activities or training provided by the school is being conducted on the premises at the time a criminal offense is committed;
 - (2) Any other parcel of real property that is owned or leased by a board of education of a school, the governing authority of a community school established under Ohio R.C. Chapter 3314, or the governing body of a nonpublic school for which the State Board of Education prescribes minimum standards under Ohio R.C. 3301.07 and on which some of the instruction, extracurricular activities or training of the school is conducted, whether or not any instruction, extracurricular activities or training provided by the school is being conducted on the parcel of real property at the time a criminal offense is committed.
- (ll) "Standard pharmaceutical reference manual" means the current edition, with cumulative changes if any, of references that are approved by the State Board of

- Pharmacy.
- (mm) "Unit dose" means an amount or unit of a compound, mixture or preparation containing a controlled substance, that is separately identifiable and in a form that indicates that it is the amount or unit by which the controlled substance is separately administered to or taken by an individual.
(ORC 2925.01)
 - (nn) "Wholesaler" means a person who, on official written orders other than prescriptions, supplies controlled substances that the person has not manufactured, produced or prepared personally and includes a "wholesale distributor of dangerous drugs" as defined in Ohio R.C. 4729.01.
(ORC 3719.01)

Section 9. That the General Offenses Code of The City of Springfield, Ohio, is hereby amended by the amendment of Section 513.03 to read as follows:

513.03 DRUG ABUSE; CONTROLLED SUBSTANCE POSSESSION OR USE.

(a) No person shall knowingly obtain, possess or use a controlled substance or a controlled substance analog.

- (b) (1) This section does not apply to the following:
 - A. Manufacturers, licensed health professionals authorized to prescribe drugs, pharmacists, owners of pharmacies and other persons whose conduct was in accordance with Ohio R.C. Chapters 3719, 4715, 4729, 4730, 4731 and 4741.
 - B. If the offense involves an anabolic steroid, any person who is conducting or participating in a research project involving the use of an anabolic steroid if the project has been approved by the United States Food and Drug Administration;
 - C. Any person who sells, offers for sale, prescribes, dispenses or administers for livestock or other nonhuman species an anabolic steroid that is expressly intended for administration through implants to livestock or other nonhuman species and approved for that purpose under the "Federal Food, Drug and Cosmetic Act", 52 Stat. 1040 (1938), 21 U.S.C.A. 301, as amended, and is sold, offered for sale, prescribed, dispensed or administered for that purpose in accordance with that Act;
 - D. Any person who obtained the controlled substance pursuant to a lawful prescription issued by a licensed health professional authorized to prescribe drugs.
- (2) A. As used in subsection (b)(2) of this section:
 1. "Community addiction services provider" has the same meaning as in Ohio R.C. 5119.01.
 2. "Community control sanction" and "drug treatment program" have the same meanings as in Ohio R.C. 2929.01.
 3. "Health care facility" has the same meaning as in Ohio R.C. 2919.16.
 4. "Minor drug possession offense" means a violation of this section that is a misdemeanor or a felony of the fifth degree.
 5. "Post-release control sanction" has the same meaning as in Ohio R.C. 2967.28.
 6. "Peace officer" has the same meaning as in Ohio R.C. 2935.01.
 7. "Public agency" has the same meaning as in Ohio R.C. 2930.01.
 8. "Qualified individual" means a person who is not on

community control or post-release control and is a person acting in good faith who seeks or obtains medical assistance for another person who is experiencing a drug overdose, a person who experiences a drug overdose and who seeks medical assistance for that overdose, or a person who is the subject of another person seeking or obtaining medical assistance for that overdose as described in subsection (b)(2)B. of this section.

9. "Seek or obtain medical assistance" includes, but is not limited to making a 9-1-1 call, contacting in person or by telephone call an on-duty peace officer, or transporting or presenting a person to a health care facility.

B. Subject to subsection (b)(2)F. of this section, a qualified individual shall not be arrested, charged, prosecuted, convicted or penalized pursuant to this chapter for a minor drug possession offense if all of the following apply:

1. The evidence of the obtaining, possession or use of the controlled substance or controlled substance analog that would be the basis of the offense was obtained as a result of the qualified individual seeking the medical assistance or experiencing an overdose and needing medical assistance.

2. Subject to subsection (b)(2)G. of this section, within thirty days after seeking or obtaining the medical assistance, the qualified individual seeks and obtains a screening and receives a referral for treatment from a community addiction services provider or a properly credentialed addiction treatment professional.

3. Subject to subsection (b)(2)G. of this section, the qualified individual who obtains a screening and receives a referral for treatment under subsection (b)(2)B.1. of this section, upon the request of any prosecuting attorney, submits documentation to the prosecuting attorney that verifies that the qualified individual satisfied the requirements of that subsection. The documentation shall be limited to the date and time of the screening obtained and referral received.

C. If a person is found to be in violation of any community control sanction and if the violation is a result of either of the following, the court shall first consider ordering the person's participation or continued participation in a drug treatment program or mitigating the penalty specified in Ohio R.C. 2929.13, 2929.15, or 2929.25, whichever is applicable, after which the court has the discretion either to order the person's participation or continued participation in a drug treatment program or to impose the penalty with the mitigating factor specified in any of those applicable sections:

1. Seeking or obtaining medical assistance in good faith for another person who is experiencing a drug overdose;

2. Experiencing a drug overdose and seeking medical assistance for that overdose or being the subject of another person seeking or obtaining medical assistance for that overdose as described in subsection (b)(2)B. of this section.

D. If a person is found to be in violation of any post-release control sanction and if the violation is a result of either of the following, the court or the parole board shall first consider ordering the person's participation or continued participation in a drug treatment program or mitigating the penalty specified in Ohio R.C. 2929.141 or 2967.28, whichever is applicable, after which the court or the parole board has the discretion either to order the person's participation or continued participation in a drug

treatment program or to impose the penalty with the mitigating factor specified in either of those applicable sections:

1. Seeking or obtaining medical assistance in good faith for another person who is experiencing a drug overdose;
 2. Experiencing a drug overdose and seeking medical assistance for that emergency or being the subject of another person seeking or obtaining medical assistance for that overdose as described in subsection (b)(2)B. of this section.
- E. Nothing in subsection (b)(2)B. of this section shall be construed to do any of the following:
1. Limit the admissibility of any evidence in connection with the investigation or prosecution of a crime with regards to a defendant who does not qualify for the protections of subsection (b)(2)B. of this section or with regards to any crime other than a minor drug possession offense committed by a person who qualifies for protection pursuant to subsection (b)(2)B. of this section for a minor drug possession offense;
 2. Limit any seizure of evidence or contraband otherwise permitted by law;
 3. Limit or abridge the authority of a peace officer to detain or take into custody a person in the course of an investigation or to effectuate an arrest for any offense except as provided in that division;
 4. Limit, modify or remove any immunity from liability available pursuant to law in effect prior to the effective date of this amendment to any public agency or to an employee of any public agency.
- F. Subsection (b)(2)B. of this section does not apply to any person who twice previously has been granted an immunity under subsection (b)(2)B. of this section. No person shall be granted an immunity under subsection (b)(2)B. of this section more than two times.
- G. Nothing in this section shall compel any qualified individual to disclose protected health information in a way that conflicts with the requirements of the "Health Insurance Portability and Accountability Act of 1996", 104 Pub. L. No. 191, 110 Stat. 2021, 42 U.S.C. 1320d et seq., as amended, and regulations promulgated by the United States Department of Health and Human Services to implement the act or the requirements of 42 C.F.R. Part 2.
- (c) Whoever violates subsection (a) hereof is guilty of one of the following:
- (1) If the drug involved in the violation is a compound, mixture, preparation, or substance included in Schedule III, IV, or V, whoever violates subsection (a) hereof is guilty of possession of drugs. Possession of drugs is a misdemeanor if the amount of the drug involved does not exceed the bulk amount. The penalty for the offense shall be determined as follows: possession of drugs is a misdemeanor of the first degree or, if the offender previously has been convicted of a drug abuse offense, a felony and shall be prosecuted under appropriate State law.
 - (2) If the drug involved in the violation is marihuana or a compound, mixture, preparation, or substance containing marihuana other than hashish, whoever violates subsection (a) hereof is guilty of possession of marihuana. Possession of marihuana is a misdemeanor if the amount of the drug involved does not exceed 200 grams. The penalty for the offense shall be determined as follows:
 - A. Except as otherwise provided in subsection (c)(2)B. hereof,

- possession of marihuana is a minor misdemeanor.
- B. If the amount of the drug involved equals or exceeds 100 grams but is less than 200 grams, possession of marihuana is a misdemeanor of the fourth degree.
- (3) If the drug involved in the violation is hashish or a compound, mixture, preparation, or substance containing hashish, whoever violates subsection (a) hereof is guilty of possession of hashish. Possession of hashish is a misdemeanor if the amount of the drug involved does not exceed the maximum amount specified in subsection (c)(3)B. hereof. The penalty for the offense shall be determined as follows:
- A. Except as otherwise provided in subsection (c)(3)B. hereof, possession of hashish is a minor misdemeanor.
- B. If the amount of the drug involved equals or exceeds five grams but is less than ten grams of hashish in a solid form or equals or exceeds one gram but is less than two grams of hashish in a liquid concentrate, liquid extract, or liquid distillate form, possession of hashish is a misdemeanor of the fourth degree.

(d) In addition to any other sanction that is imposed for an offense under this section, the court that sentences an offender who is convicted of or pleads guilty to a violation of this section may suspend for not less than six months or more than five years the offender's driver's or commercial driver's license or permit.

(e) Arrest or conviction for a minor misdemeanor violation of this section does not constitute a criminal record and need not be reported by the person so arrested or convicted in response to any inquiries about the person's criminal record, including any inquiries contained in any application for employment, license, or other right or privilege, or made in connection with the person's appearance as a witness. (ORC 2925.11)

Section 10. That the General Offenses Code of The City of Springfield, Ohio, is hereby amended by the amendment of Section 525.15 to read as follows:

525.15 REFUSAL TO DISCLOSE PERSONAL INFORMATION IN PUBLIC PLACE.

(a) No person who is in a public place shall refuse to disclose the person's name, address, or date of birth, when requested by a law enforcement officer who reasonably suspects either of the following:

- (1) The person is committing, has committed, or is about to commit a criminal offense.
- (2) The person witnessed any of the following:
- A. An offense of violence that would constitute a felony under the laws of this State;
- B. A felony offense that causes or results in, or creates a substantial risk of, serious physical harm to another person or to property;
- C. Any attempt or conspiracy to commit, or complicity in committing, any offense identified in subsection (a)(2)A. or B. of this section;
- D. Any conduct reasonably indicating that any offense identified in subsection (a)(2)A. or B. of this section or any attempt, conspiracy, or complicity described in subsection (a)(2)C. of this section has been, is being, or is about to be committed.

(b) Whoever violates this section is guilty of failure to disclose one's personal information, a misdemeanor of the fourth degree.

(c) Nothing in this section requires a person to answer any questions beyond that person's name, address, or date of birth. Nothing in this section authorizes a law enforcement

officer to arrest a person for not providing any information beyond that person's name, address, or date of birth or for refusing to describe the offense observed.

(d) It is not a violation of this section to refuse to answer a question that would reveal a person's age or date of birth if age is an element of the crime that the person is suspected of committing. (ORC 2921.29)

Section 11. That the General Offenses Code of The City of Springfield, Ohio, is hereby amended by the amendment of Section 529.01 to read as follows:

529.01 DEFINITIONS.

As used in the Codified Ordinances:

- (a) "Alcohol" means ethyl alcohol, whether rectified or diluted with water or not, whatever its origin may be, and includes synthetic ethyl alcohol. Such term excludes denatured alcohol and wood alcohol.
- (b) "Intoxicating liquor" and "liquor" include all liquids and compounds, other than beer as defined in subsection (c) hereof, containing one half of one percent (0.5%) or more of alcohol by volume which are fit to use for beverage purposes, from whatever source and by whatever process produced, by whatever name called and whether they are medicated, proprietary or patented. "Intoxicating liquor" and "liquor" include cider and alcohol and all solids and confections which contain one-half of one percent or more of alcohol by volume.
- (c) (1) "Beer" includes all beverages brewed or fermented wholly or in part from malt products and containing one-half of one percent (0.5%) or more, but not more than twelve percent (12%) of alcohol by volume.
(ORC 4301.01)
(2) Beer, regardless of the percent of alcohol by volume, is not intoxicating liquor for purposes of this chapter. (ORC 4301.244)
- (d) "Person" includes firms and corporations.
- (e) "Low-alcohol beverage" means any brewed or fermented malt product, or any product made from the fermented juices of grapes, fruits, or other agricultural products, that contains either no alcohol or less than one-half of one percent (0.5%) of alcohol by volume. The beverages described in subsection (e) hereof do not include a soft drink such as root beer, birch beer, or ginger beer.
(ORC 4301.01)

Section 12. That the General Offenses Code of The City of Springfield, Ohio, is hereby amended by the amendment of Section 529.07 to read as follows:

529.07 OPEN CONTAINER PROHIBITED.

- (a) As used in this section:
 - (1) "Chauffeured limousine" means a vehicle registered under Ohio R.C. 4503.24.
 - (2) "Street," "highway" and "motor vehicle" have the same meanings as in Ohio R.C. 4511.01.
- (b) No person shall have in the person's possession an opened container of beer or intoxicating liquor in any of the following circumstances:
 - (1) Except as provided in subsection (c)(1)E. hereof, in an agency store;
 - (2) Except as provided in subsection (c) hereof, on the premises of the holder of any permit issued by the Division of Liquor Control;
 - (3) In any other public place;
 - (4) Except as provided in subsection (d) or (e) hereof, while operating or being a passenger in or on a motor vehicle on any street, highway or other public or private property open to the public for purposes of vehicular travel or parking;
 - (5) Except as provided in subsection (d) or (e) hereof, while being in or on a

stationary motor vehicle on any street, highway or other public or private property open to the public for purposes of vehicular travel or parking.

- (c) (1) A person may have in the person's possession an opened container of any of the following:
- A. Beer or intoxicating liquor that has been lawfully purchased for consumption on the premises where bought from the holder of an A-1-A, A-2, A-3a, D-1, D-2, D-3, D-3a, D-4, D-4a, D-5, D-5a, D-5b, D-5c, D-5d, D-5e, D-5f, D-5g, D-5h, D-5i, D-5j, D-5k, D-5l, D-5m, D-5n, D-5o, D-7, D8, E, F, F-2, F-5, F-7 or F-8 permit;
 - B. Beer, wine or mixed beverages served for consumption on the premises by the holder of an F-3 permit or wine served for consumption on the premises by the holder of an F-4 or F-6 permit;
 - C. Beer or intoxicating liquor consumed on the premises of a convention facility as provided in Ohio R.C. 4303.201;
 - D. Beer or intoxicating liquor to be consumed during tastings and samplings approved by rule of the Liquor Control Commission.
 - E. Spirituous liquor to be consumed for purposes of a tasting sample, as defined in Ohio R.C. 4301.171.
- (2) A person may have in the person's possession on an F liquor permit premises an opened container of beer or intoxicating liquor that was not purchased from the holder of the F permit if the premises for which the F permit is issued is a music festival and the holder of the F permit grants permission for that possession on the premises during the period for which the F permit is issued. As used in this section, "music festival" means a series of outdoor live musical performances, extending for a period of at least three consecutive days and located on an area of land of at least forty acres.
- (3) A. A person may have in the person's possession on a D-2 liquor permit premises an opened or unopened container of wine that was not purchased from the holder of the D-2 permit if the premises for which the D-2 permit is issued is an outdoor performing arts center, the person is attending an orchestral performance, and the holder of the D-2 permit grants permission for the possession and consumption of wine in certain predesignated areas of the premises during the period for which the D-2 permit is issued.
- B. As used in subsection (c)(3)A. of this section:
- 1. "Orchestral performance" means a concert comprised of a group of not fewer than forty musicians playing various musical instruments.
 - 2. "Outdoor performing arts center" means an outdoor performing arts center that is located on not less than one hundred fifty acres of land and that is open for performances from the first day of April to the last day of October of each year.
- (4) A person may have in the person's possession an opened or unopened container of beer or intoxicating liquor at an outdoor location at which the person is attending an orchestral performance as defined in subsection (c)(3)B.1. hereof if the person with supervision and control over the performance grants permission for the possession and consumption of beer or intoxicating liquor in certain predesignated areas of that outdoor location.
- (5) A person may have in the person's possession on an F-9 liquor permit premises an opened or unopened container of beer or intoxicating liquor that was not purchased from the holder of the F-9 permit if the person is attending an orchestral performance and the holder the F-9 permit grants permission for the possession and consumption of beer or intoxicating liquor in certain predesignated areas of the premises during the period for

which the F-9 permit is issued.

As used in subsection (c)(5) hereof, "orchestral performance" has the same meaning as in subsection (c)(3)B. of this section.

- (6) A. A person may have in the person's possession on the property of an outdoor motorsports facility an opened or unopened container of beer or intoxicating liquor that was not purchased from the owner of the facility if both of the following apply:
1. The person is attending a racing event at the facility; and
 2. The owner of the facility grants permission for the possession and consumption of beer or intoxicating liquor on the property of the facility;
- B. As used in subsection (c)(6)A. of this section:
1. "Racing event" means a motor vehicle racing event sanctioned by one or more motor racing sanctioning organizations.
 2. "Outdoor motorsports facility" means an outdoor racetrack to which all of the following apply:
 - a. It is two and four-tenths miles or more in length.
 - b. It is located on two hundred acres or more of land.
 - c. The primary business of the owner of the facility is the hosting and promoting of racing events.
 - d. The holder of a D-1, D-2 or D-3 permit is located on the property of the facility.
- (7) A. A person may have in the person's possession an opened container of beer or intoxicating liquor at an outdoor location within an outdoor refreshment area created under Ohio R.C. 4301.82, if the opened container of beer or intoxicating liquor was purchased from a qualified permit holder to which both of the following apply:
1. The permit holder's premises is located within the outdoor refreshment area.
 2. The permit held by the permit holder has an outdoor refreshment area designation.
- B. Subsection (c)(7) of this section does not authorize a person to do either of the following:
1. Enter the premises of an establishment within an outdoor refreshment area while possessing an opened container of beer or intoxicating liquor acquired elsewhere;
 2. Possess an opened container of beer or intoxicating liquor while being in or on a motor vehicle within an outdoor refreshment area, unless the motor vehicle is stationary and is not being operated in a lane of vehicular travel or unless the possession is otherwise authorized under subsection (d) or (e) of this section.
- (8) A. A person may have in the person's possession on the property of a market, within a defined F-8 permit premises, an opened container of beer or intoxicating liquor that was purchased from a D permit premises that is located immediately adjacent to the market if both of the following apply:
1. The market grants permission for the possession and consumption of beer and intoxicating liquor within the defined F-8 permit premises;
 2. The market is hosting an event pursuant to an F-8 permit and the market has notified the Division of Liquor Control about the event in accordance with division (A)(3) of Ohio R.C. 4303.208.
- B. As used in subsection (c)(8) of this section, market means a market, for which an F-8 permit is held, that has been in operation since 1860.

(d) This section does not apply to a person who pays all or a portion of the fee imposed for the use of a chauffeured limousine pursuant to a prearranged contract, or the guest of such a person, when all of the following apply:

- (1) The person or guest is a passenger in the limousine;
- (2) The person or guest is located in the limousine, but is not occupying a seat in the front compartment of the limousine where the operator of the limousine is located;
- (3) The limousine is located on any street, highway, or other public or private property open to the public for purposes of vehicular travel or parking.

(e) An opened bottle of wine that was purchased from the holder of a permit that authorizes the sale of wine for consumption on the premises where sold is not an opened container for the purposes of this section if both of the following apply:

- (1) The opened bottle of wine is securely resealed by the permit holder or an employee of the permit holder before the bottle is removed from the premises. The bottle shall be secured in such a manner that it is visibly apparent if the bottle has been subsequently opened or tampered with.
- (2) The opened bottle of wine that is resealed in accordance with subsection (e)(1) of this section is stored in the trunk of a motor vehicle or, if the motor vehicle does not have a trunk, behind the last upright seat or in an area not normally occupied by the driver or passengers and not easily accessible by the driver.

(f) (1) Except if an ordinance or resolution is enacted or adopted under subsection (f)(2) of this section, this section does not apply to a person who, pursuant to a prearranged contract, is a passenger riding on a commercial quadricycle when all of the following apply:

- A. The person is not occupying a seat in the front of the commercial quadricycle where the operator is steering or braking.
- B. The commercial quadricycle is being operated on a street, highway or other public or private property open to the public for purposes of vehicular travel or parking.
- C. The person has in their possession on the commercial quadricycle an opened container of beer or wine.
- D. The person has in their possession on the commercial quadricycle not more than either thirty-six ounces of beer or eighteen ounces of wine.

(2) The legislative authority of a municipal corporation or township may enact an ordinance or adopt a resolution, as applicable, that prohibits a passenger riding on a commercial quadricycle from possessing an opened container or beer or wine.

(3) As used in this section, "commercial quadricycle" means a vehicle that has fully-operative pedals for propulsion entirely by human power and that meets all of the following requirements:

- A. It has four wheels and is operated in a manner similar to a bicycle.
- B. It has at least five seats for passengers.
- C. It is designed to be powered by the pedaling of the operator and the passengers.
- D. It is used for commercial purposes.
- E. It is operated by the vehicle owner or an employee of the owner.

(g) This section does not apply to a person that has in the person's possession an opened container of beer or intoxicating liquor on the premises of a market if the beer or intoxicating liquor has been purchased from a D liquor permit holder that is located in the market.

As used in subsection (g) of this section, "market" means an establishment that:

- (1) Leases space in the market to individual vendors, not less than fifty

- percent of which are retail food establishments or food service operations licensed under Ohio R.C. Chapter 3717;
- (2) Has an indoor sales floor area of not less than twenty-two thousand square feet;
- (3) Hosts a farmer's market on each Saturday from April through December. (ORC 4301.62)

(h) Whoever violates this section is guilty of a minor misdemeanor. (ORC 4301.99(A))

Section 13. That the General Offenses Code of The City of Springfield, Ohio, is hereby amended by the amendment of Section 537.07 to read as follows:

537.07 MENACING BY STALKING.

- (a) (1) No person by engaging in a pattern of conduct shall knowingly cause another person to believe that the offender will cause physical harm to the other person or a family or household member of the other person or cause mental distress to the other person or a family or household member of the other person. In addition to any other basis for the other person's belief that the offender will cause physical harm to the other person or the other person's family or household member or mental distress to the other person or the other person's family or household member, the other person's belief or mental distress may be based on words or conduct of the offender that are directed at or identify a corporation, association or other organization that employs the other person or to which the other person belongs.
 - (2) No person, through the use of any form of written communication or any electronic method of remotely transferring information, including, but not limited to, any computer, computer network, computer program, computer system or telecommunication device shall post a message or use any intentionally written or verbal graphic gesture with purpose to do either of the following:
 - A. Violate subsection (a)(1) of this section;
 - B. Urge or incite another to commit a violation of subsection (a)(1) of this section.
 - (3) No person, with sexual motivation, shall violate subsection (a)(1) or (2) of this section.
- (b) Whoever violates this section is guilty of menacing by stalking.
- (1) Except as otherwise provided in subsections (b)(2) and (3) of this section, menacing by stalking is a misdemeanor of the first degree.
 - (2) Menacing by stalking is a felony and shall be prosecuted under appropriate State law if any of the following applies:
 - A. The offender previously has been convicted of or pleaded guilty to a violation of this section or a violation of Section 541.051.
 - B. In committing the offense under subsection (a)(1), (2), or (3) of this section, the offender made a threat of physical harm to or against the victim, or as a result of an offense committed under subsection (a)(2) or (3) of this section, a third person induced by the offender's posted message made a threat of physical harm to or against the victim.
 - C. In committing the offense under subsection (a)(1), (2), or (3) of this section, the offender trespassed on the land or premises where the victim lives, is employed, or attends school, or as a result of an offense committed under subsection (a)(2) or (3) of this section, a third person induced by the offender's posted message trespassed on the land or premises where the victim lives, is employed, or

- attends school.
 - D. The victim of the offense is a minor.
 - E. The offender has a history of violence toward the victim or any other person or a history of other violent acts toward the victim or any other person.
 - F. While committing the offense under subsection (a)(1) of this section or a violation of subsection (a)(3) of this section is based on conduct in violation of subsection (a)(1) of this section, the offender had a deadly weapon on or about the offender's person or under the offender's control. Subsection (b)(2)F. of this section does not apply in determining the penalty for a violation of subsection (a)(2) of this section or a violation of subsection (a)(3) of this section based on conduct in violation of subsection (a)(1) of this section.
 - G. At the time of the commission of the offense, the offender was the subject of a protection order issued under Ohio R.C. 2903.213 or 2903.214, regardless of whether the person to be protected under the order is the victim of the offense or another person.
 - H. In committing the offense under subsection (a)(1), (2), or (3) of this section, the offender caused serious physical harm to the premises at which the victim resides, to the real property on which that premises is located, or to any personal property located on that premises, or as a result of an offense committed under subsection (a)(2) of this section, or an offense committed under subsection (a)(3) of this section based on a violation of subsection (a)(2) of this section, a third person induced by the offender's posted message caused serious physical harm to that premises, that real property, or any personal property on that premises.
 - I. Prior to committing the offense, the offender had been determined to represent a substantial risk of physical harm to others as manifested by evidence of then-recent homicidal or other violent behavior, evidence of then-recent threats that placed another in reasonable fear of violent behavior and serious physical harm, or other evidence of then-present dangerousness.
- (3) If the victim of the offense is an officer or employee of a public children services agency or a private child placing agency and the offense relates to the officer's or employee's performance or anticipated performance of official responsibilities or duties, or, if the offender previously has been convicted of or pleaded guilty to an offense of violence, the victim of that prior offense was an officer or employee of a public children services agency or private child placing agency, and that prior offense related to the officer's or employee's performance or anticipated performance of official responsibilities, or duties, menacing by stalking is a felony and shall be prosecuted under appropriate State law.

(c) Ohio R.C. 2919.271 applies in relation to a defendant charged with a violation of this section.

(d) As used in this section:

- (1) "Pattern of conduct" means two or more actions or incidents closely related in time, whether or not there has been a prior conviction based on any of those actions or incidents, or two or more actions or incidents closely related in time, whether or not there has been a prior conviction based on any of those actions or incidents, directed at one or more persons employed by or belonging to the same corporation, association, or other organization. Actions or incidents that prevent, obstruct, or delay the performance by a public official, firefighter, rescuer, emergency medical services person, or emergency facility person of any authorized act within

the public official's, firefighter's, rescuer's, emergency medical services person's, or emergency facility person's official capacity, or the posting of messages, use of intentionally written or verbal graphic gestures, or receipt of information or data through the use of any form of written communication or an electronic method of remotely transferring information, including, but not limited to, a computer, computer network, computer program, computer system, or telecommunications device, may constitute a "pattern of conduct".

- (2) "Mental distress" means any of the following:
 - A. Any mental illness or condition that involves some temporary substantial incapacity;
 - B. Any mental illness or condition that would normally require psychiatric treatment, psychological treatment, or other mental health services, whether or not any person requested or received psychiatric treatment, psychological treatment, or other mental health services.
- (3) "Emergency medical services person" is the singular of "emergency medical services personnel" as defined in Ohio R.C. 2133.21.
- (4) "Emergency facility person" is the singular of "emergency facility personnel" as defined in Ohio R.C. 2909.04.
- (5) "Public official" has the same meaning as in Ohio R.C. 2921.01.
- (6) "Computer", "computer network", "computer program", "computer system" and "telecommunications device" have the same meanings as in Ohio R.C. 2913.01.
- (7) "Post a message" means transferring, sending, posting, publishing, disseminating or otherwise communicating, or attempting to transfer, send, post, publish, disseminate or otherwise communicate, any message or information, whether truthful or untruthful, about an individual, and whether done under one's own name, under the name of another, or while impersonating another.
- (8) "Third person" means, in relation to conduct as described in subsection (a)(2) of this section, an individual who is neither the offender nor the victim of the conduct.
- (9) "Sexual motivation" has the same meaning as in Ohio R.C. 2971.01.
- (10) "Organization" includes an entity that is a governmental employer.
- (11) "Family or household member" means any of the following:
 - A. Any of the following who is residing or has resided with the person against whom the act prohibited in subsection (a)(1) of this section is committed:
 - 1. A spouse, a person living as a spouse, or a former spouse of the person;
 - 2. A parent, a foster parent, or a child of the person, or another person related by consanguinity or affinity to the person;
 - 3. A parent or a child of a spouse, person living as a spouse, or former spouse of the person, or another person related by consanguinity or affinity to a spouse, person living as a spouse, or former spouse of the person.
 - B. The natural parent of any child of whom the person against whom the act prohibited in subsection (a)(1) of this section is committed is the other natural parent or is the putative other natural parent.
- (12) "Person living as a spouse" means a person who is living or has lived with the person against whom the act prohibited in subsection (a)(1) of this section is committed in a common law marital relationship, who otherwise is cohabiting with that person, or who otherwise has cohabited with the person within five years prior to the date of the alleged commission of the act in question.

(e) The Municipality does not need to prove in a prosecution under this section that a person requested or received psychiatric treatment, psychological treatment, or other mental health services in order to show that the person was caused mental distress as described in subsection (d)(2)B. of this section.

- (f) (1) This section does not apply to a person solely because the person provided access or connection to or from an electronic method of remotely transferring information not under that person's control, including having provided capabilities that are incidental to providing access or connection to or from the electronic method of remotely transferring the information, and that do not include the creation of the content of the material that is the subject of the access or connection. In addition, any person providing access or connection to or from an electronic method of remotely transferring information not under that person's control shall not be liable for any action voluntarily taken in good faith to block the receipt or transmission through its service of any information that it believes is, or will be sent, in violation of this section.
- (2) Subsection (f)(1) of this section does not create an affirmative duty for any person providing access or connection to or from an electronic method of remotely transferring information not under that person's control to block the receipt or transmission through its service of any information that it believes is, or will be sent, in violation of this section except as otherwise provided by law.
- (3) Subsection (f)(1) of this section does not apply to a person who conspires with a person actively involved in the creation or knowing distribution of material in violation of this section or who knowingly advertises the availability of material of that nature. (ORC 2903.211)

Section 14. That the General Offenses Code of The City of Springfield, Ohio, is hereby amended by the amendment of Section 537.08 to read as follows:

537.08 TELECOMMUNICATION HARASSMENT.

(a) No person shall knowingly make or cause to be made a telecommunication, or knowingly permit telecommunication to be made from a telecommunications device under the person's control, to another, if the caller does any of the following:

- (1) Makes the telecommunication with purpose to harass, intimidate, or abuse, any person at the premises to which the telecommunication is made, whether or not actual communication takes place between the caller and a recipient;
- (2) Describes, suggests, requests, or proposes that the caller, the recipient of the telecommunication, or any other person engage in sexual activity, and the recipient or another person at the premises to which the telecommunication is made has requested, in a previous telecommunication or in the immediate telecommunication, that the caller not make a telecommunication to the recipient or to the premises to which the telecommunication is made;
- (3) During the telecommunication, violates Ohio R.C. 2903.21;
- (4) Knowingly states to the recipient of the telecommunication that the caller intends to cause damage to or destroy public or private property, and the recipient, any member of the recipient's family, or any other person who resides at the premises to which the telecommunication is made owns, leases, resides, or works in, will at the time of the destruction or damaging be near or in, has the responsibility of protecting, or insures the property that will be destroyed or damaged;
- (5) Knowingly makes the telecommunication to the recipient of the telecommunication, to another person at the premises to which the telecommunication is made, or to those premises, and the recipient or

- another person at those premises previously has told the caller not to make a telecommunication to those premises or to any person at those premises.
- (6) Knowingly makes any comment, request, suggestion, or proposal to the recipient of the telecommunication that is threatening, intimidating, menacing, coercive, or obscene with the intent to abuse, threaten or harass the recipient;
 - (7) Without a lawful business purpose, knowingly interrupts the telecommunication service of any person;
 - (8) Without a lawful business purpose, knowingly transmits to any person, regardless of whether the telecommunication is heard in its entirety, any file, document or other communication that prevents that person from using the person's telephone service or electronic communication device;
 - (9) Knowingly makes any false statement concerning the death, injury, illness, disfigurement, reputation, indecent conduct, or criminal conduct of the recipient of the telecommunication or family or household member of the recipient with purpose to abuse, threaten, intimidate, or harass the recipient;
 - (10) Knowingly incites another person through a telecommunication or other means to harass or participate in the harassment of a person;
 - (11) Knowingly alarms the recipient by making a telecommunication without a lawful purpose at an hour or hours known to be inconvenient to the recipient and in an offensive or repetitive manner.
- (b)
 - (1) No person shall make or cause to be made a telecommunication, or permit a telecommunication to be made from a telecommunications device under the person's control, with purpose to abuse, threaten, or harass another person.
 - (2) No person shall knowingly post a text or audio statement or an image on an internet web site or web page for the purpose of abusing, threatening, or harassing another person.
 - (c)
 - (1) Whoever violates this section is guilty of telecommunication harassment.
 - (2) A violation of subsections (a)(1), (2), (3), (5), (6), (7), (8), (9), (10), or (11) or (b) hereof is a misdemeanor of the first degree on a first offense. Each subsequent offense is a felony and shall be prosecuted under appropriate State law.
 - (3) Whoever violates subsection (a)(4) hereof is guilty of a misdemeanor of the first degree for a first offense. For each subsequent offense or if a violation of subsection (a)(4) hereof results in economic harm of one thousand dollars (\$1,000) or more, a violation of subsection (a)(4) hereof is a felony and shall be prosecuted under appropriate State law.

(d) No cause of action may be asserted in any court of this State against any provider of a telecommunications service, interactive computer service as defined in Section 230 of Title 47 of the United States Code, or information service, or against any officer, employee, or agent of a telecommunication service, interactive computer service as defined in Section 230 of Title 47 of the United States Code, or information service, for any injury, death, or loss to person or property that allegedly arises out of the provider's, officer's, employee's, or agent's provision of information, facilities, or assistance in accordance with the terms of a court order that is issued in relation to the investigation or prosecution of an alleged violation of this section. A provider of a telecommunications service, interactive computer service as defined in Section 230 of Title 47 of the United States Code, or information service, or an officer, employee, or agent of a telecommunications service, interactive computer service as defined in Section 230 of Title 47 of the United States Code, or information service, is immune from any civil or criminal liability for injury, death, or loss to person or property that allegedly arises out of the provider's, officer's, employee's, or agent's provision of information, facilities, or assistance in accordance with the terms of a court order that is issued in relation to the investigation or prosecution of an alleged violation of this section.

- (e) (1) This section does not apply to a person solely because the person provided access or connection to or from an electronic method of remotely transferring information not under that person's control, including having provided capabilities that are incidental to providing access or connection to or from the electronic method of remotely transferring the information, and that do not include the creation of the content of the material that is the subject of the access or connection. In addition, any person providing access or connection to or from an electric method of remotely transferring information not under that person's control shall not be liable for any action voluntarily taken in good faith to block the receipt or transmission through its service of any information that the person believes is, or will be sent, in violation of this section.
- (2) Subsection (e)(1) of this section does not create an affirmative duty for any person providing access or connection to or from an electronic method of remotely transferring information not under that person's control to block the receipt or transmission through its service of any information that it believes is, or will be sent, in violation of this section except as otherwise provided by law.
- (3) Subsection (e)(1) of this section does not apply to a person who conspires with a person actively involved in the creation or knowing distribution of material in violation of this section or who knowingly advertises the availability of material of that nature.
- (4) A provider or user of an interactive computer service, as defined in Section 230 of Title 47 of the United States Code, shall neither be treated as the publisher or speaker of any information provided by another information content provider, as defined in Section 230 of Title 47 of the United States Code, nor held civilly or criminally liable for the creation or development of information provided by another information content provider, as defined in Section 230 of Title 47 of the United States Code. Nothing in this subsection shall be construed to protect a person from liability to the extent that the person developed or created any content in violation of this section.

(f) Subsections (a)(5) to (11) and (b)(2) of this section do not apply to a person who, while employed or contracted by a newspaper, magazine, press association, news agency, news wire service, cable channel or cable operator, or radio or television station, is gathering, processing, transmitting, compiling, editing or disseminating information for the general public, within the scope of the person's employment in that capacity or the person's contractual authority in that capacity.

(g) As used in this section:

- (1) "Economic harm" means all direct, incidental, and consequential pecuniary harm suffered by a victim as a result of criminal conduct. "Economic harm" includes, but is not limited to, all of the following:
- A. All wages, salaries, or other compensation lost as a result of the criminal conduct;
 - B. The cost of all wages, salaries or other compensation paid to employees for time those employees are prevented from working as a result of the criminal conduct;
 - C. The overhead costs incurred for the time that a business is shut down as a result of the criminal conduct;
 - D. The loss of value to tangible or intangible property that was damaged as a result of the criminal conduct.
- (2) "Caller" means the person described in subsection (a) hereof who makes or causes to be made a telecommunication or who permits a telecommunication to be made from a telecommunications device under that person's control.

- (3) "Telecommunication" and "telecommunications device" have the same meanings as in Ohio R.C. 2913.01.
- (4) "Sexual activity" has the same meaning as in Ohio R.C. 2907.01.
- (5) "Family or household member" means any of the following:
 - A. Any of the following who is residing or has resided with the recipient of the telecommunication against whom the act prohibited in subsection (a)(9) of this section is committed:
 - 1. A spouse, a person living as a spouse, or a former spouse of the recipient;
 - 2. A parent, a foster parent, or a child of the recipient, or another person related by consanguinity or affinity to the recipient;
 - 3.. A parent or a child of a spouse, person living as a spouse, or former spouse of the recipient, or another person related by consanguinity or affinity to a spouse, person living as a spouse, or former spouse of the recipient.
 - B. The natural parent of any child of whom the recipient of the telecommunication against whom the act prohibited in subsection (a)(9) of this section is committed is the other natural parent or is the putative other natural parent.
- (6) "Person living as a spouse" means a person who is living or has lived with the recipient of the telecommunication against whom the act prohibited in subsection (a)(9) of this section is committed in a common law marital relationship, who otherwise is cohabiting with the recipient, or who otherwise has cohabited with the recipient within five years prior to the date of the alleged commission of the act in question.
- (7) "Cable operator" has the same meaning as in Ohio R.C. 1332.21.

(h) Nothing in this section prohibits a person from making a telecommunication call to a debtor that is in compliance with the "Fair Debt Collection Practices Act", 91 Stat. 874 (1977), 15 U.S.C. 1692, as amended, or the "Telephone Consumer Protection Act", 105 Stat. 2395 (1991), 47 U.S.C. 227, as amended. (ORC 2917.21)

Section 15. That existing Sections 301.20, 335.021, 335.09, 335.111, 335.12, and 335.13 of the Traffic Code of The City of Springfield, Ohio, are hereby repealed.

Section 16. That existing Sections 505.071, 513.01, 513.03, 525.15, 529.01, 529.07, 537.07, and 537.08 of the General Offenses Code of The City of Springfield, Ohio, are hereby repealed.

Section 25. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

Passed this _____ day of _____, A.D. 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: *Springfield News-Sun*

_____, 2016)

I do hereby certify that the foregoing Ordinance No. _____ was duly published in
the *Springfield News-Sun* on _____, 2016.

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 269-16

Agenda Date: 11/22/2016

Today's Date: 11/15/2016

Subject: Authorize a Development and Use Agreement with the Ohio Attorney General's Office, Bureau of Criminal Investigation and the Board of Clark County Commissioners to operate the Crime Lab in the Public Safety Building.

Submitted By: Stephen P. Moody, Chief of Police

Department: Police

Contact: 937-324-7720

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

It is respectfully requested that the City Commission authorize the City Manager and Chief of Police authority to enter into an agreement with the Ohio Attorney General's Office, Bureau of Criminal Investigation and the Board of Clark County Commissioners for the purpose of providing a functional, staffed crime lab for Law Enforcement use. Effective from the date of the signed agreement, until June 30, 2017, with a option to renew the agreement for one or more renewal terms of two years each; and further authorizes the City Manager, Finance Director and the Chief of Police to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said agreement and to comply with all relevant local and state requirements.

Justification for Emergency Action: *(use reverse side if needed)*

Department/Division	Fund Description	Account Number	Actual Cost
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Total Cost:

AN ORDINANCE NO. _____

Authorizing a Development and Use Agreement by and among the Ohio Attorney General's Office, Bureau of Criminal Investigation, the Board of Clark County Commissioners and the City of Springfield, Ohio to provide a functional, staffed crime lab for Law Enforcement use.

...oooOOOooo...

WHEREAS, the County owns certain real property located at 120 N. Fountain Ave and commonly known as the Public Safety Building; and

WHEREAS, the existing crime lab facility located on the second floor of the Public Safety Building is occupied by the City under the Public Safety Building Agreement between the County and the City dated October 30, 1978; and

WHEREAS, the parties have mutually agreed to allow the Ohio Attorney General's Office to renovate, re-equip and operate the crime lab facility to conduct certain laboratory services for law enforcement agencies; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the City Manager is hereby authorized to enter into a Development and Use Agreement by and among the Ohio Attorney General's Office, Bureau of Criminal Investigation, the Board of Clark County Commissioners and the City of Springfield, Ohio to provide a functional, staffed crime lab for Law Enforcement use, a copy of which is attached hereto and is hereby approved.

Section 2. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

DEVELOPMENT AND USE AGREEMENT

This Development and Use Agreement (herein the "Agreement") is made and entered into as of the ____ day of _____, 2016, by and among the **Ohio Attorney General's Office, Bureau of Criminal Investigation** (the "AGO"), 30 E. Broad Street, 17th Floor, Columbus, Ohio 43215, the **Board of Clark County Commissioners** (the "County"), 50 E. Columbia Street, Springfield, Ohio 45501, and the **City of Springfield, Ohio** (the "City"), 76 East High Street, Springfield, Ohio 45502, sometimes collectively referred to herein as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the County is the owner of a parcel of land and improvements located at 120 N. Fountain Avenue, Springfield, Ohio 45502, known as the Public Safety Building, and Clark County Auditor's Parcel No. 340070003531911002 (the "**Building**"); and

WHEREAS, the existing crime lab facility located on the second floor of the Building is occupied by the City under the Public Safety Building Agreement between the County and the City dated October 30, 1978; and

WHEREAS, the Parties have mutually agreed to have the AGO use and operate the existing crime lab facility located on the second floor of the Building to conduct certain drug chemistry laboratory services for law enforcement agencies as set forth herein; and

WHEREAS, pursuant to the terms and conditions set forth herein, the County, the City and the AGO have agreed to remodel the approximately _____ square foot existing crime lab formerly used by the City, as described in Exhibit "A" attached hereto and incorporated herein by reference (referred to herein as the "**Crime Lab**"), according to the mutually agreed upon plans and specifications of the Parties, with the funding for such improvements and operations provided by the County and the City, and cooperation of the AGO as described herein. The Crime Lab as remodeled will include, but is not limited to, such amenities and features as, evidence receiving, various types of laboratory equipment, security system and necessary information technology systems to support the Crime Lab as determined by the AGO, using the funds appropriated by the County and the City for these purposes; and

WHEREAS, The County, City and the AGO have agreed to cooperate in the design, development, remodeling, and operation of the Crime Lab according to the terms and conditions set forth herein; and

WHEREAS, The County, the City and the AGO have agreed to enter into this Agreement to set forth the roles, responsibilities and obligations of each Party with respect to the Crime Lab and the Building.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreement herein stated, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

I. The Crime Lab and its Use.

In conjunction with the execution of this Development Agreement, the County, as owner of the Building, and the AGO hereby agree to enter into a mutually acceptable lease agreement for the Crime Lab space in the Building, including the common areas in the Building agreed to by the County and common areas in the space occupied by the City, and Improvements to be constructed by the County thereon, the terms and conditions of such lease to be finalized prior to the AGO occupying the Crime Lab (herein the "Lease"). Furthermore, the County hereby grants the AGO the exclusive use of the Crime Lab as defined herein for the development, use and operation of a crime laboratory and related uses. The City consents to such use.

II. Term.

The term of this Agreement shall commence upon its full execution and shall run until June 30, 2019 (herein the "Initial Term"). The County, the City and the AGO have the option to renew the AGO's right to use and operate the Crime Lab for one or more renewal terms of two (2) years each as the parties may mutually agree, as long as the Lease is also renewed for coterminous renewal terms (herein the "Renewal Term").

The County acknowledges that this Development Agreement constitutes performance by the City of its obligations under §7 A of the Public Safety Building Agreement.

III. Improvements to the Crime Lab.

The County hereby agrees to construct, manage and administer the remodeling of the Crime Lab and the Building as agreed to by the Parties, including the Improvements as defined below in Section III, for the development, use and operation of the Crime Lab by the AGO, according to the terms and conditions set forth herein.

A. Plans and Specifications. The Parties have mutually agreed to the plans and specifications for the design, remodeling and build-out of the Crime Lab (herein the "Improvements" as described in Exhibit A attached hereto and incorporated herein by reference).

B. Responsibilities of the County.

The County shall do the following:

1. Construct and/or remodel at its own cost and expense the existing crime laboratory in the Building to include and/or provide the following:
 - a. Create a space for evidence receiving;
 - b. Purchase and install a new laboratory grade fume hood;
 - c. Create an evidence vault;
 - d. Create an information technology server room;
 - e. Install a waterless fire suppression system for the evidence vault;

- f. Purchase and install a security system for the Crime Lab, including a dual layer system for the evidence vault, sufficient for the needs of the AGO;
- g. Purchase and install a security camera in the Crime Lab, and provide remote and partitioned access to the security camera system to the AGO during the course of this agreement; and
- h. Install wiring, conduits, and other necessary equipment and items to operate and to connect with the existing BCI information technology infrastructure.
- i. The additional responsibilities for networking, fire suppression, lab modifications, security, general waste, and electrical requirements as set forth in **Exhibits B and C** attached hereto and incorporated herein by reference.

C. Responsibilities of the City.

- 1. The City shall acquire and provide at its own cost and expense the laboratory instrumentation for the Crime Lab listed in **Exhibit D** attached hereto and incorporated herein by reference (herein the "Lab Equipment"). The City and the AGO shall mutually agree upon the specific equipment prior to purchasing. The GCMS and GCFID identified in **Exhibit D** each shall include an uninterruptable power supply (UPS) that can be installed at the 230 volt receptacles where the gas chromatographs will be located in the Crime Lab.
- 2. The City shall acquire and provide at its own cost and expense the networking equipment, computer, printer, telephone, Time Warner service, barcode printer, related on-going costs and other items as set forth in and listed in **Exhibit E** attached hereto and incorporated herein by reference (herein the "Miscellaneous Equipment"). The City and the AGO shall mutually agree upon the specific equipment prior to purchasing.
- 3. The City shall also:
 - a. Dispose of unnecessary and expired chemicals currently stored in the Crime Lab prior to the occupation and operation by the AGO of the Crime Lab.
 - b. Provide the AGO access to certain common areas in the Building such as hallways, restrooms and employee break spaces.
 - c. Provide on-going maintenance and repair service agreements for the Lab Equipment.
 - d. Make an advance payment to the AGO before the commencement of the work to be performed by the AGO for the first three (3) months of this Agreement as compensation for the services of one

forensic chemist in an amount not to exceed Thirty Thousand and 00/100 Dollars (\$30,000.00). The AGO will apply this amount to the Attorney General's actual costs of the salary, fringe benefits, and related expenses of one forensic chemist designated by the AGO to staff the described services for the Crime Lab. Thereafter, the AGO will be reimbursed by the City on a quarterly basis for the actual costs of the salary, fringe benefits, and related expenses of one forensic chemist to perform the described services for the Crime Lab. Annually, on or about the anniversary of the Agreement, the AGO and the City will perform a final reconciliation of the amounts paid by the City and the actual costs of the salary, fringe benefits, and related expenses incurred by the AGO for the forensic chemist designated to staff the Crime Lab. The AGO shall then either return to the City any remaining balance after expenses or send the City a final invoice for reimbursement of personnel expenses.

The City's obligation under this §C 3 d. in any year of this agreement shall not exceed 108% of its obligation in the prior year.

- e. Be responsible for the removal of all chemical and biological waste generated as a direct consequence of forensic drug analysis during the AGO's use and operation of the Crime Lab.
- f. Purchase gas cylinders as needed.
- g. Pay for one external sign on the Building identifying the Crime Lab. Such sign shall be mutually agreed to by the AGO, the City and the County.

D. Responsibilities of the AGO.

1. The AGO shall do the following:

- a. Staff and operate an accredited drug chemistry laboratory to be established in the Crime Lab for any authorized purpose under Ohio Revised Code Chapter 109 according to the terms and conditions set forth herein.
- b. The purpose of this agreement is for the Attorney General's Office to provide support to the city and county by providing forensic chemistry services. When not performing forensic chemistry services for cases from Clark County or Springfield Police Department, the facility, equipment, and forensic scientist may be used to support other law enforcement agencies as well.

- c. Operate the Lab Equipment according to relevant AGO/BCI policies and procedures.
- d. Maintain responsibility for the maintenance and repair of all AGO systems, components, and equipment, including the Miscellaneous Equipment provided by the City described in Exhibit E, but excluding the Lab Equipment described in Exhibit D.
- e. Consult with the County and the City to design and implement the information technology equipment and systems needed to operate the Crime Lab, including the necessary security systems.

IV. Quiet Enjoyment.

The County represents and warrants that the AGO, upon observing and keeping the covenants and agreements of this Agreement and the Lease, on its part to be kept and performed, shall lawfully and quietly hold, occupy and enjoy the Crime Lab, including the Improvements thereon, during the Term and any extensions thereof without hindrance or interference by the County, or by any person or persons claiming under the County.

V. Maintenance of the Building, Improvements and Crime Lab; Custodial Services.

- A. The County shall maintain the exterior and interior portions of the Building, including but not limited to, those affecting the Crime Lab, all Building fixtures, all of the mechanical, electrical, plumbing, heating, ventilating and air conditioning and other Building systems (collectively, the "Systems"), the roof and structural components of the Building, and will keep the same in good working order and condition and will promptly make all necessary repairs, whether exterior or interior, structural or nonstructural, to all parts of the Building and the Crime Lab.
- B. The County shall be responsible for custodial services, housekeeping, and trash and general waste removal from the Crime Lab. However, such custodial services shall only be performed by County during daytime hours while the AGO staff is present, and according to the policies and procedures of the Attorney General's Office.

VI. Ownership of the Improvements and Equipment.

Unless otherwise provided for within this Agreement or the Lease, the ownership and title to the Improvements shall be with the County, and the ownership and title to the Lab Equipment (Exhibit D) and the Miscellaneous Equipment (Exhibit E) shall be with the City.

VII. No Partnership or Joint Venture.

It is mutually understood and agreed by the Parties that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners, or creating or establishing the relationship of a joint venture between or among the County, the City and the AGO, or as constituting the County or the City as the agent or representative of the AGO for any purpose or in any manner whatsoever, unless otherwise expressly provided for herein.

VIII. Ohio and Local Laws Prevail.

This Agreement shall be governed by the laws of the State of Ohio. Any conflicts between this Agreement and the Lease shall be resolved in favor of this Development and Use Agreement. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, or becomes unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IX. Liability.

Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions that occur in the Building or in the Crime Lab, and as determined by a court of competent jurisdiction, or as the Parties may otherwise mutually agree. In no event shall any Party be liable to another Party for indirect, consequential, incidental, special or punitive damages, or lost profits. Each Party shall be responsible for the actions of its employees and for the workplace conditions over which that Party has control.

X. Building Security.

The Building and its common space will be under the control of the County and the Springfield Police Department, however access to, and all internal security of the Crime Lab itself, will be the responsibility of the AGO, subject to any mutual aid agreements that the Parties may enter into.

XI. Notice.

A notice or communication, under this Agreement shall be sufficiently given or delivered if dispatched by hand delivery, or by nationally recognized overnight courier providing receipts, or by registered or certified mail, postage prepaid, return receipt requested to:

- A. If intended for the County, shall be addressed to:
Board of Clark County Commissioners
50 East Columbia Street

Springfield, Ohio 45501
ATTENTION: County Administrator

- B. If intended for the City, shall be addressed to:
City of Springfield
76 East High Street
Springfield, Ohio 45502
ATTENTION: City Manager

With copy to:
Law Director
City of Springfield
76 East High Street
Springfield, Ohio 45502

- C. If intended for the AGO, shall be addressed to:

Office of the Ohio Attorney General
Chief Financial Officer
30 E. Broad Street, 17th Floor
Columbus, Ohio 43215

With copies to:
Superintendent of BCI
1560 State Route 56 SW
P.O. Box 365
London, Ohio 43140

First Assistant Attorney General
Ohio Attorney General
30 E. Broad Street, 17th Floor
Columbus, Ohio 43215

or as such change in address may be noted from time-to-time by each Party as designated in writing to the other Parties as provided in this Section.

XII. Titles of Articles and Sections.

Any titles of the several parts and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

XIII. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original. Any such counterparts shall constitute one and the same instrument. This Agreement shall become effective only upon full execution and delivery of this Agreement by the Parties hereto.

XIV. Entire Agreement.

This Agreement and its Exhibits constitute the sole and only agreement of the parties hereto with respect to the subject matter hereof and correctly sets forth the rights, duties, and obligations of

each to the others as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Development and Use Agreement are of no force or effect.

XV. Amendments.

No amendments to this Agreement shall be binding on any Party unless in writing and signed by all Parties.

XVI. Confidentiality and Record Keeping.

- A. The Parties understand and acknowledge that each is subject to the Ohio Public Records Act, Ohio Rev. Code 149.43 and compliance with such Act shall not be a breach of this Agreement.
- B. During performance of this Agreement, and for a period of three (3) years after its completion, The Parties shall maintain auditable records of all expenses pertaining to this Agreement and shall make such records available to any Party as a Party may reasonably require.

(signatures on next page)

IN WITNESS WHEREOF, the Parties hereto have caused this Development and Use Agreement to be executed by each Party's duly authorized representatives as of the date written below.

**BOARD OF CLARK COUNTY
COMMISSIONERS**

By: _____
John Detrick, Commissioner

Date: _____

By: _____
David Herier, Commissioner

Date: _____

By: _____
Richard Lohnes, Commissioner

Date: _____

Approved as to Form:

By: _____

Name: _____

Title: _____

Date: _____

**MIKE DeWINE
OHIO ATTORNEY GENERAL**

By: _____
Thomas Stickrath
Superintendent
BCI

Date: _____

Approved as to Form:

By: _____

Name: _____

Title: _____
Executive Agencies Section
Business Counsel Unit

Date: _____

**THE CITY OF
SPRINGFIELD, OHIO**

By: _____
Jim Bodenmiller
City Manager

Date: _____

Approved as to Form:

Jerome M. Strozdas
Law Director

Date: _____

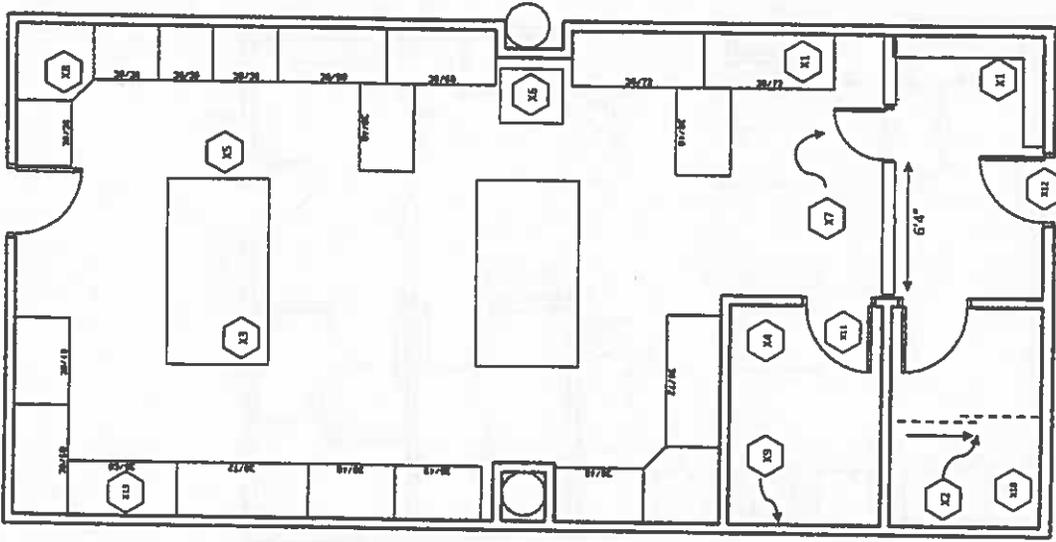
GENERAL PLAN

PLAN CODED NOTES

- X1 Remove/repurpose casework.
- X2 Install a cage with a sliding door to secure the IT network gear. Additional information will be required to confirm the card access system will function properly on this cage.
- X3 Remove faucet and sink from counter.
- X4 Add a dry fire suppression system-(MOVEC).
- X5 Install a 4 tank cylinder rack and provide all plumbing of lines to the equipment. AGO will supply cylinder rack.
- X6 Install a scientific refrigerator. Specifications to be approved by the AGO.
- X7 Install a new partition consisting of both full and half height walls. The half wall should have a counter top as well as the half door. The specifications should be approved by the AGO.
- X8 Add eye wash station. Specifications to be approved by the AGO.
- X9 Remove/block gun chute.
- X10 Install a dedicated A/C unit for the network closet. This unit should be appropriately sized to reject the heat from all equipment planned for this space as well as have the capacity for future growth.
- X11 Install security bars on the interior of the property room door over the louvers.
- X12 Change the swing of this door so it swings out of the suite.
- X13 Install new fume hood. Specifications to be approved by the AGO. Fume hood should be certified as necessary.

GENERAL NOTES

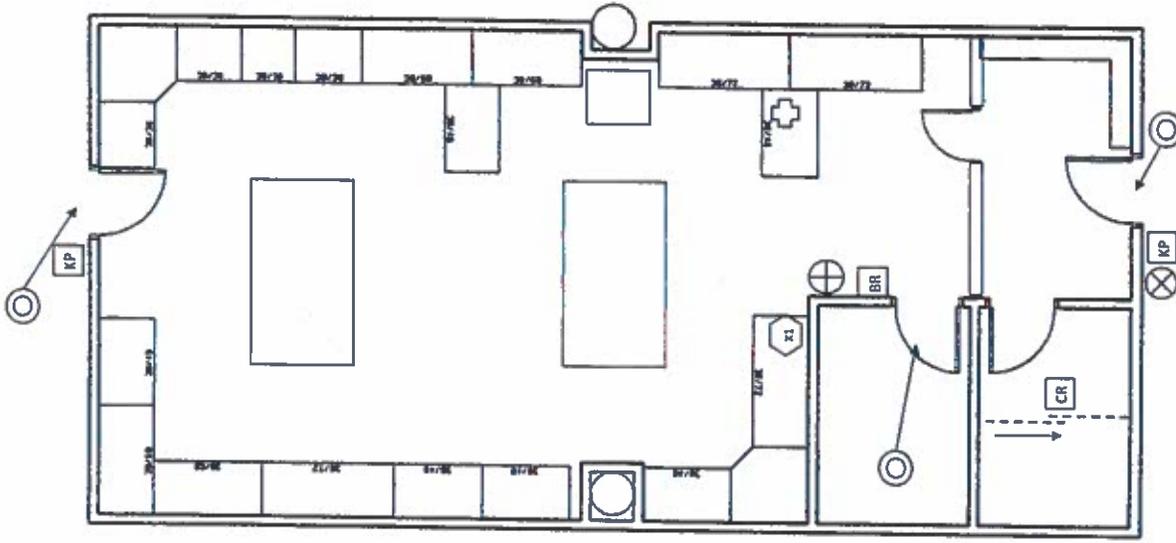
- ◆ Replace all ceiling tiles and paint grid if necessary.
- ◆ Paint all walls.
- ◆ Strip/wax floors.
- ◆ The existing safety shower should be inspected prior to occupancy.



SECURITY, ACCESS CONTROLS,

SYMBOL LEGEND	
	Standard card reader
	Card reader with numeric keypad
	Biometric Reader
	Intercom
	Intercom master station
	Duress button (mounted but wireless)
	TVI Camera. Exact placement to be identified at the time of installation
PLAN CODED NOTES	
	Install a 32" monitor that connects to the DVR. This should be installed on an articulating mount.

GENERAL NOTES	
◆	Change all locks to an off building master.
◆	Access control system will be the AGO standard Honeywell ProWatch.
◆	CCTV will be TruVision Navigator, DVR and TVI cameras.



ELECTRIC, DATA PLAN

SYMBOL LEGEND

- ▲ New data
- Receptacle for lab equipment. The receptacle type/voltage should be verified prior to installation.
- Ⓢ 110V 20A receptacles

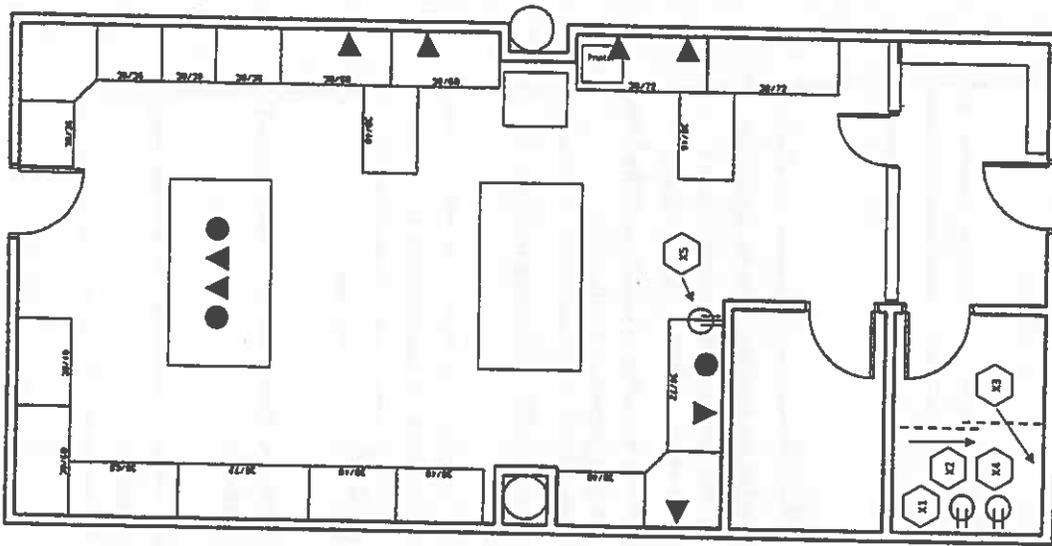
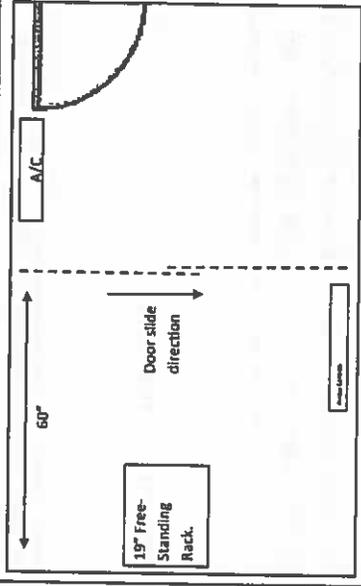
PLAN CODED NOTES

- X1 Install a ITS equipment (See attached specifications)
- X2 Install a rack mounted Liebert UPS properly sized to the load of all ITS and Security hardware.
- X3 Install plywood on one wall for the installation of the access controls panel.
- X4 Provide adequate circuits for all equipment as well as spare circuits for future use. Power in the rack should be installed in an A and B bus configuration utilizing PDU's with one PDU having the ability to be switched from house to UPS power for purposes of service.
- X5 110v receptacle to be installed behind TV bracket location. Also include box for low voltage wiring.

GENERAL NOTES

- CAT5e minimum should be used for all new data lines.
- All equipment in the data room should utilize dual power supplies if available
- The entire suite will be placed on generator power
- The data room UPS should be sized appropriately to backup all critical systems in the network closet including the DVR.
- Time Warner Fiber should be supplied to the data closet.
- UPS's should be provided at the location of all 230V receptacles where instruments will be placed.
- The AGO IT department must approve the rack layout prior to installation.

DATA ROOM EQUIPMENT DIAGRAM



County Responsibility	Item	Notes
General		
	Remove/repurpose casework	See Exhibit A
	Install a cage with a sliding door to secure the IT network gear. Additional information will be require to confirm the card access system will function properly on this cage.	See Exhibit A
	Remove faucet and sink from counter	See Exhibit A
	Add a dry fire suppression system (NOVEC)	See Exhibit A
	Install a 4 tank cylinder rack and provide all plumbing of lines to the equipment. AGO will supply cylinder rack.	See Exhibit A
	Install a scientific refrigerator.	Equipment specifications to be approved by the AGO and purchase made by the City. It is the County's responsibility to ensure that equipment can be installed and can properly operate in the space.
	Install a new partition consisting of both full and half height walls. The half wall should have a counter top as well as the half door.	Specifications should be approved by the AGO.
	Add an eye wash station.	Specification to be approved by the AGO.
	Remove /block gun chute	See Exhibit A
	Install a dedicated A/C unit for the network closet. This unit should be appropriately sized to reject the heat from the equipment planned for this space as well as have the capacity for future growth.	See Exhibit A. Specification to be approved by the AGO.
	Install security bars on the interior of the property room door over the louvers.	See Exhibit A

	110V 20A receptacles	See Exhibit A
	Install ITS equipment	See Exhibit A. Unless otherwise provided, the acquisition of ITS equipment is the responsibility of the City. It is the County's responsibility to ensure that equipment can be installed and can properly operate in the space. The AGO IT department must approve the rack layout prior to installation. The data room UPS should be sized appropriately to backup all critical systems in the network closet including the DVR.
	Acquire and install a rack mounted Liebert UPS properly sized to the load of all ITS and Security hardware	
	Install plywood on one wall for the installation of the access controls panel.	
	Provide adequate circuits for all equipment as well as spare circuits for future use.	Power in the rack should be in an A and B bus configuration utilizing PDU's with one PDU having the ability to be switched from house to UPS power for purposes of service.
	110v receptacle to be installed behind TV bracket location. Also include box for low voltage wiring.	
	CAT5e minimum should be used for all new data lines.	
	All equipment in the data room should utilize dual power supplies if available	
	The entire suite will be placed on generator power.	
	The data room UPS should be sized appropriately to backup all critical systems in the network closet including the DVR.	
	Time Warner Fiber should be supplied to the data closet.	

Exhibit C: County IT Responsibilities

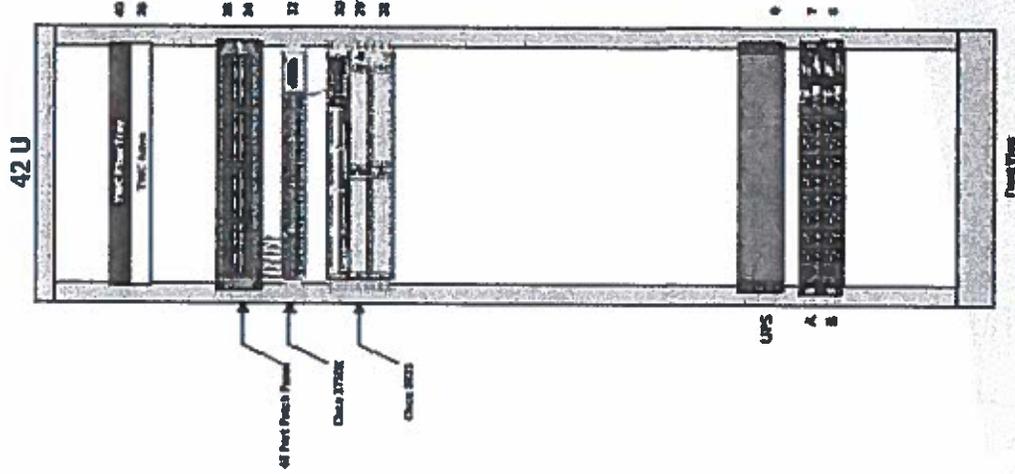
Category	Item #	Item	Part #	Qty	Note
County Responsibilities					
Networking	1	42U Rack		1	Part # usually provided by General Services and/or through the wiring vendor.
	2	48 Port Patch Panel		1	This is usually provided by the wiring vendor
	10	TWC Fiber Tray		1	This should be provided and installed by TWC
	11	TWC ADVA		1	This should be provided and installed by TWC

Additional/Notes
A The quote for the Networking items (1 to 10), the Computer (item 11), and the Phone (item 13) are not included in this workbook
B The purchasing of the equipment is not AGO's responsibility (the purchaser needs to ensure that the equipment is bought with proper maintenance)
C The on premises physical installation of the equipment is not AGO's responsibility

Rack layout must be approved by the AGO prior to installation.

Springfield BCI Lab -- Rack Diagram

November 18, 2015



Network Equipment List:

- Cisco 3750X**
 Part Number: WS-C3750X-48PFL
 Qty: 1
- Networked Power Supply (3750)**
 Part Number: C3750-PSW-713V0AC
 Qty: 1
- Cisco 3825 ISR Router**
 Part Number: C3825K25-8EC/10-
 Qty: 1
- Networked Power Supply (3825)**
 Part Number: PMU-3825-AC
 Qty: 1
- 2' Omnicore Patch Cables**
 Qty: 20
- 1 Meter Floor Patch Cable**
 MM SC-AC
 Qty: 1

Laboratory Instrumentation: Springfield P.D. Chemistry Lab

Instrument Description	Vendor
GC-MS (Gas Chromatograph-Mass Spectrometer , 7890B/5977A)	Agilent
GC-FID (Gas Chromatograph- Flame Ionization Detector, 7890B)	Agilent
UPS Modules for instrumentation (2 total)	CDW-G
UATR accessory kit (Diamond/KRS-5, for upgrade to FTIR)*	Perkin Elmer
Stereomicroscope and accessories (Leica S6E)	W. Nuhsbaum
Top-Loading Balance (Shimadzu 4200H)	Shimadzu
Top Loading Bulk Balance (Toledo Mettler XS32001L)	VWR
Laboratory Grade Refrigerator	Thermo Fisher Scientific
NIST Traceable Calibration Weight Set (1mg to 2kg)	Grainger/Troemner
NIST Traceable Calibration Weight (2kg weight)	Grainger/Rice Lake
Centrifuge (VWR-Clinical 200)	VWR

*The current FTIR model present in Springfield's laboratory is the same model as one of the FTIR's in operation at BCI London. Therefore, a new instrument is not needed, only a new sampling accessory to ensure consistency is sampling methods/preparation.

Exhibit E: City IT Responsibilities

Category	Item #	Item	Part #	Qty	Note
City Responsibilities					
	4	Cisco 3750X	WS-C3750X-48PF-L	1	
	5	Redundant Power Supply (3750)	C3KX-PWR-715WAC	1	
	6	Cisco 3925 ISR Router	CISCO3925-SEC/K9	1	
	7	Redundant Power Supply (3925)	PWR-3900-AC	1	Rack Diagram in the "Rack Diagram" tab
	8	1' Cat5e Patch Cables		30	
	9	1 Meter Fiber Patch Cable	MM SC-SC	1	
TWC Service	3	elan, 50 Mbps, Z Location: Clark County Sheriff's Dept, 120 N. Fountain Ave, Springfield, Ohio 45502		1	TWC quote is in the "TWC Quote" tab
Computer	12	HP EliteDesk 800 G1 Ultra Slim	C8N28AV	1	Spec is listed in the "Computer Spec" tab
Printer	13	Canon imageRUNNER ADVANCE 500if		1	Small B/W desktop MFD w/ Uniflow, the quote is in the "Canon Quote" tab
Phone	14	Cisco 8945		1	The part # is vendor dependent
Bar Code	15	Barcode Printer - network capable	GK420t (ZBGK42-102210-000)	1	
	16	Barcode Printer - non-networked	GK420t (ZBGK42-102510-000)	1	The quote is in the "Bar Code Quote" tab (the 2D scanner in the quote is not needed)
	17	Barcode Scanner - cordless	LI4278-TRBU100ZWR	1	
	18	Barcode Scanner - corded	LS2208-SR20007R-NA	1	
Additional Notes	A	The quote for the Networking items (1 to 10), the Computer (item 11), and the Phone (item 13) are not included in this workbook			
	B	The purchasing of the equipment is not AGO's responsibility (the purchaser needs to ensure that the equipment is bought with proper maintenance)			
	C	The on premises physical installation of the equipment is not AGO's responsibility			
	D	The TWC Quote is for 60 months, renewal will be needed after that			

Exhibit E: City IT Responsibilities

Computer Specifications
- Configurable- HP EliteDesk 800 G1 Ultra Slim
- Desktop PC - C8N28AV
- HP EliteDesk 800 G1 Ultra Slim Desktop PC
- N1G38AV#ABA i7 processor and 8GB of memory Windows 7 Pro Professional 64 (available through downgrade rights from Windows 8.1 Pro)
- Intel® Q87 Express Chipset
- HP EliteDesk 800 USDT Chassis
- Intel® Core™ i5-4690S 3.2G 6M HD 4600 CPU
- 8GB DDR3-1600 SODIMM (2x4GB) RAM
- 128GB 2.5 Solid State Drive
- Slim SuperMulti ODD DVD/RW
- USDT Slim Optical Device Drive Cable Kit
- Intel® I217LM Gigabit Network Connection
- No Included Keyboard
- No Included Mouse
- HP USDT Chassis Tower Stand
- 135W USDT External Power Adapter
Single Unit (USDT) Packaging
HP EliteDesk 800 G1 USDT Country Kit (Includes a Quick Setup & Getting Started manual in English and a country-specific power cord)
- 3/3/3 USDT Warranty
-HP EliteDisplay E221 - LED monitor - 21.5" - 1920 x 1080 FullHD - TN - 250 -
cd/m2 - 1000:1 - 5000000:1 (dynamic) - 7.2 ms - DVI-D, VGA, DisplayPort - black
- HP EliteDisplay E221c - LED monitor - 21.5" - 1920 x 1080 - 250 cd/m2 - 7 ms -
DVI-D, VGA, DisplayPort - black - Built-in Devices: Webcam, Speaker, Microphone, USB Hub
HP 4y NextBusDay Onsite/DMR DT Only SVC
HP Wireless Keyboard and Mouse



State of Ohio Services Quotation

The terms of this Quotation for Services are subject to the State Of Ohio Master Service Agreement and any conflicts will be resolved in favor of the Master Service Agreement.

CUSTOMER INFORMATION			
Company Name (Exact legal name) State of Ohio Attorney General		Type of Entity (Individual, corporation, partnership, limited liability co., etc.) Government/Educational Entity	
Service Street Address (see below)	City	State	Zip Code
Billing Address 30 E Broad St, 15th Fl. Attn: Finance	Columbus	OH	43215
Customer Contact Name (Preferred) Dirk Smith	Fax No. 614-752-9297	Fax No.	Email Address Dirk.Smith@OhioAttorneyGeneral.gov
Customer Contact Name (Preferential Contact)	Fax No.	Fax No.	Email Address
Customer Contact Name (Billing Contact)	Fax No.	Fax No.	Email Address

Services							
Customer hereby agrees to purchase from TIME WARNER CABLE, and TIME WARNER CABLE agrees to provide to Customer, the following services (the "Services") as listed below on this order form, per the terms and conditions set forth in the Master Service Agreement.							
Line Item	Product/Service	Bandwidth (mbps)	Installation Address City, State Zip	Monthly Fee	Installation Fee	Construction Costs	Contract Term
1	eLan		A Location: TWC Hubsite				
2	eLan	50 Mbps	Z Location: Clark County Sheriff's Dept 120 N. Fountain Ave Springfield, Ohio 45502	\$490.00	Waived	Waived	60 Months
3			Totals	\$490.00	Waived	Waived	

Note(s): New site to be added to the existing Attorney General eLan network.

Eligible State of Ohio orders: Services MUST be ordered through the State of Ohio Service Now ordering system. Please contact your Account Executive before ordering through the State of Ohio Service Now ordering system as they will be happy to walk you through the first entries as to ensure that the orders are entered correctly and will assist in the possibility that your orders will not be rejected from ONT. Should you enter the orders yourself, please enter the word "NEW" in the Circuit ID and Account Number field as these will only be generated after the circuit(s) have been installed.

- Additional order forms will be required and will be provided directly by your Account Executive (outside of the State of Ohio Service Now ordering system) and MUST be completed and returned to your Account Executive to complete your order (ie. Tax exempt certificates, permission to construct, etc.)
- Installation timeframe: Typical installation timeframe is 10-12 weeks from receipt of order.
- Services and Jurisdiction Certificate: Customer acknowledges and certifies that the total interstate traffic (including internet traffic) on the Service(s) constitutes ten percent (10%) or less of the total traffic on the Service and the prices and TWC calculations are based on this acknowledgement.
- Quotation for Services: Customer acknowledges that this quote is for ALL services, bandwidth, term and number of locations listed above. Should the any of these components be changed when customer places the order through the State of Ohio Service Now ordering system, this quotation automatically becomes null and void and a new quotation will be required.

Quote provided by:

By: Derrick Bohlin, Major Account Executive Government and Education
 Phone: (614) 255-6325 Fax: (614) 255-6477 email: derrick.bohlin@twcable.com

Exhibit E: City IT Responsibilities

To: Ohio Attorney General, Heather Stubbs
CC:
From: Barb Lovensheimer
Date: 17-Dec-15
Re: Canon Solutions America equipment

1 6859B003BA imageRUNNER ADVANCE 500if
1 1727V838 Convenience Stapler-B1
1 3575B028AA uniFLOW SPP Device License (1 Device)
1 3575B353AA uniFLOW MiCard Plus Card Reader
1 3575B041AA uniFLOW Software Assurance (5 points)
1 3575B042AA uniFLOW Software Assurance (10 points)
1 uniFLOW for SMB One Hour Add-On Implementation Services by Local
Systems Analyst

Maintenance for the imageRUNNER ADVANCE 500if \$7.00 per month
Base, plus 0.014 per page, and includes all parts, labor and supplies
(except paper and staples).

Exhibit E: City IT Responsibilities

BARCODE SPECIFICATIONS		
QTY	ITEM NUMBER	DESCRIPTION
Zebra Printers		
1	ZBRGK42-102510-000	GK420t Direct Thermal-Thermal Transfer Printer (203 dpi, EPL2, ZPL II, Serial andUSB Interfaces, CP Enhanced)
1	ZBRGK42-102210-000	GK420t Direct Thermal-Thermal TransferPrinter (203 dpi, USB/Ethernet, Enhanced)
Motorola Scanners		
1	LS2208-SR20007R-NA	Motorola LS2208 Scanner (USB Kit and Stand
1	LI4278-TRBU0100ZWR	LI4278 Cordless Linear Imager (USB Kit, Twilight Black)

AN ORDINANCE NO. _____

Amending the Zoning Map of Springfield, Ohio by rezoning 0.13 acres at 27 West Cassilly Street, Springfield, Ohio from EC-1, Educational Campus District, to CN-2, Neighborhood Commercial District.

...oooOOOooo...

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the Zoning Map of Springfield, Ohio, referred to in Subsection 1173.02(a) of the Springfield Zoning Code, is hereby amended by rezoning 0.13 acres at 27 West Cassilly Street, Springfield, Ohio, described as Parcel No. 3400700035109004, from EC-1, Educational Campus District, to CN-2, Neighborhood Commercial District.

Section 2. That the Clerk shall be directed to record the above amendment by filing this Ordinance together with schematic maps diagramming the effect of the amendment with the original master zoning map in the office of the Clerk, in the office of the Planning and Zoning Administrator, and in the fireproof vault provided for that purpose.

Section 3. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun
_____, 2016)

I do hereby certify that the foregoing Ordinance No. _____ was duly
published in the Springfield News-Sun on _____, 2016.

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 250-16

Agenda Date: 11/7/16

Today's Date: 11/2/16

Subject: Approve an Agreement for Engineering Services with Black & Veatch Corporation

Submitted By: Tim Weaver, Operations Engineer

Department: Service

Contact: 937-525-5800

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully request City Commission authorization to approve the execution of an Engineering Services Agreement with Black & Veatch Corporation for the evaluation and design of the Primary Effluent Pumps Replacement project at the Wastewater Treatment Plant. Contract cost shall not exceed \$108,400.00.

Justification for Emergency Action: *(use reverse side if needed)*

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Service	Sewer Revenue	630 331207-4030 (Proj. 7015)	\$58,400.00
Service	Sewer Revenue	637 140637-4030 (Proj. 7015)	\$50,000.00

Total Cost: \$108,400.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into an Engineering Services Agreement with Black & Veatch Corporation for the Primary Effluent Pumps Replacement Evaluation and Design Project, for an amount not to exceed \$108,400.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received proposals for the Primary Effluent Pumps Replacement Evaluation and Design Project; and

WHEREAS, after receiving and reviewing the proposals submitted, the City's Purchasing Division has recommended award of contract to Black & Veatch Corporation for the Primary Effluent Pumps Replacement Evaluation and Design Project; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the City Manager is hereby authorized to enter into an Engineering Services Agreement with Black & Veatch Corporation for the Primary Effluent Pumps Replacement Evaluation and Design Project for an amount not to exceed \$108,400.00, a copy of which is attached hereto and is hereby approved.

Section 2. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

ENGINEERING SERVICES AGREEMENT
PRIMARY EFFLUENT PUMPS REPLACEMENT EVALUATION AND DESIGN

THIS AGREEMENT entered into this ___ day of _____, 2016 by and between **THE CITY OF SPRINGFIELD, OHIO**, an Ohio municipal corporation (hereinafter "OWNER") whose mailing address is 76 East High Street, Springfield, Ohio 45502 and **BLACK & VEATCH CORPORATION** (hereinafter "ENGINEER") whose mailing address is 4555 Lake Forest Drive, Cincinnati, Ohio 45242: WITNESSETH:

WHEREAS, OWNER operates a Waste Water Treatment Plant (WWTP) at 965 Dayton Avenue in Springfield, Ohio pursuant to National Pollutant Discharge Elimination System Permit No. 1PE00007*MD (NPDES Permit) and needs professional assistance for evaluation and design for replacement of the Primary Effluent Pumps (PEP) at the WWTP (the "Project"); and,

WHEREAS, the subject PEP play a crucial role in operation of the WWTP, transferring wastewater from the primary clarifiers to the trickling filters and receiving backwash water from the high rate treatment facility at the WWTP, making PEP operation essential to the WWTP effectively treating wastewater and determining the rate of flow to subsequent treatment processes; and,

WHEREAS, ENGINEER has designed numerous improvements to OWNER'S WWTP in years gone by and is familiar with OWNER'S WWTP infrastructure and operations; and,

WHEREAS, one of the OWNER'S goals for replacing the PEP is to increase the capacity to 55 MGD and provide flexibility to handle low flow conditions; and,

WHEREAS, ENGINEER holds itself out as a firm of professionals with the expertise and experience to evaluate replacement of primary effluent pumps and design replacement facilities and OWNER wishes to obtain all the necessary engineering services to perform the Project, including preparation of technical specifications necessary for the Project to be bid for construction and certain construction phase services (all included in the term "Project"); and,

WHEREAS, OWNER and ENGINEER have negotiated a mutually acceptable Agreement to accomplish the herein described design work for the design and bidding of the Project.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - SYSTEM EVALUATION, DESIGN, BIDDING SERVICES AND CONSTRUCTION INSPECTION

Section 1. Hydraulic Model Development: ENGINEER shall develop an accurate and reliable hydraulic model for OWNER'S existing effluent pumping system which will be used for both baselining the condition of the existing system, as well as sizing the replacement equipment. ENGINEER shall develop a system curve using record drawings from the two previous

ENGINEER designed projects in 1960 and 1986, and plot the existing pump curves from the factory acceptance testing. After ENGINEER has developed a proper hydraulic model, ENGINEER shall calibrate it based on field conditions, including a field testing plan to ensure that all of the necessary data is collected. The following table summarizes the key data that will be collected, and ENGINEER'S preliminary recommendation on how to collect the data.

Parameter	ENGINEER'S Recommendation
Flow	Primary Clarifier Effluent Flow Meter
PEP Wetwell Level	Existing Level Transmitter in PEP Wetwell
Discharge Pressure	Install temporary pressure gauges on existing vent piping between check and isolation valve.

Section 2. System Testing: ENGINEER shall test OWNER'S existing effluent pumping system at a minimum of two different flow and head conditions to accurately define the shape of the system curve by throttling the gates at the Excess Flow Interceptor Structure to reduce the flow to the activated sludge plant, including the PEP wetwell, after the flow is attenuated through the Aerated Grit Building and Primary Clarifiers. ENGINEER shall also perform an assessment of the wetwell structure and electrical systems, which will consider the ability to accommodate new and likely larger pumps as well as the condition of the slab and will also include a review of the rated capacity, ability to accommodate Variable Frequency Drives (VFDs), and the expected remaining useful life of the gear.

Section 3. Development of Alternatives: ENGINEER shall evaluate various options for effluent pump sizing. ENGINEER shall evaluate a VFD system which, would give the OWNER the opportunity to install four equally sized pumps, with each pump rated at 18.3 mgd, providing firm capacity of 55 mgd, and an installed capacity of 73 mgd. ENGINEER shall evaluate smaller pumps to handle minimum and average flows, and larger pumps to handle peak flows, a scenario that would be required if constant speed pumps are used to match the full range of anticipated flows (in order to reach the full 55 mgd firm capacity, at least two larger pumps will be required and will result in a larger total installed capacity which will increase the capital cost). The following table compares the existing pump sizing with these two potential scenarios.

	Existing Pump Capacity (mgd)	4 Equal Capacity Pumps (mgd)	Variable Pump Capacity (mgd)
Pump 1	15	18.3	25
Pump 2	15	18.3	25
Pump 3	12	18.3	18
Pump 4	8	18.3	12
Firm Capacity	35	55	55
Installed Capacity	50	73.3	80

Section 4. Analysis of Pump Types: ENGINEER shall evaluate various pump types (i.e. including at least vertical turbine pumps, submersible pumps, and mixed flow submersible column pumps) giving consideration to the equipment and installation cost including structural modifications if required, as well as the operation costs in pumping efficiency and maintenance.

Section 5. VFD Evaluation: ENGINEER shall evaluate the benefits and detriments of installing VFDs as part of OWNER'S new effluent pumping system recommended by ENGINEER.

Section 6. Construction Sequencing: The PEP Station is a critical part of the OWNER'S treatment facility and needs to be kept in operation continuously throughout construction; therefore, ENGINEER shall develop a construction sequence which ensures that the OWNER does not lose treatment capacity during the construction activities. In performing this task, ENGINEER shall give consideration to the following:

- **Phase the replacement.** Replacing one pump at a time will minimize the impact to treatment capacity.
- **Provide temporary pumps.** Trailer mounted pumps to make up for any temporary reduction in capacity during construction.
- **Install wetwell bulkheads.** Bulkheads to allow work on the PEP top slab to occur while the other pumps remain in service.
- **Trickling filter bypass.** The use of the trickling filter bypass pipe to allow the construction contractor to make critical tie-ins.

Section 7. Project Cost Estimate: ENGINEER shall solicit costs from equipment suppliers, estimate the installation costs and prepare and deliver to OWNER a written conceptual cost estimate for the project.

Section 8. ENGINEER'S Summary Report to OWNER: ENGINEER shall prepare and deliver to OWNER a draft written Summary Report comprised of a thorough report on ENGINEER'S evaluation results from the tasks described in sections 1 through 7 of this Article, along with ENGINEER'S preliminary recommendations. ENGINEER'S personnel will meet with OWNER'S staff in Springfield, Ohio to review the draft summary report. ENGINEER will give consideration to the comments of OWNER'S staff and prepare and deliver to OWNER a final written Summary Report comprised of a thorough report on ENGINEER'S evaluation results and ENGINEER'S final recommendations.

Section 9. Design Work: ENGINEER shall prepare detailed design drawings and technical specifications for construction, in accordance with the requirements of the RFP solicitation for this engineering services agreement and using OWNER'S *Department of Engineering Construction Specifications and Standard Drawings*, dated December 1, 2003 (contract front end and bidding requirements are thus provided by OWNER). ENGINEER shall deliver a 50% review set to OWNER and schedule a meeting to receive comments from OWNER'S staff. In addition to the foregoing, technical specifications will be based on the 2012 Wet Weather and Capacity Upgrades project to provide continuity of the design practices employed in creating OWNER'S infrastructure. ENGINEER shall prepare all drawings using existing record drawings from the original 1960 Sewage Treatment Plant Improvements, and 1986 Wastewater Treatment Plant Improvements, Phase I - AST projects as background imagery (the parties do not anticipate

ENGINEER needing to perform any additional field surveys of OWNER'S existing WWTP facilities). All submittals and delivery of the final documents will be in an electronic format prescribed by OWNER. ENGINEER'S written cost estimate will be updated and delivered to OWNER to reflect the detailed design documents.

Section 10. Bidding Assistance Work: ENGINEER shall provide support during the bidding phase of the Project, including responding to technical questions from bidders.

Section 11. Construction Phase Work: ENGINEER shall provide support needed by OWNER during the construction phase of the Project. This includes responding to technical questions posed by the construction contractor and reviewing the pump and electrical submittals. All comments will be addressed directly to the OWNER who will interface directly with the construction contractor (the parties anticipate that ENGINEER will conduct construction phase work from ENGINEER'S offices).

ARTICLE II – RESPONSIBILITIES OTHER THAN ENGINEER'S

It is mutually understood and agreed that OWNER will furnish, as required for design of the Project, and not at the expense of ENGINEER, the following items:

- A. All maps, drawings, records, and other data that are available in the files of OWNER and which may be useful in the work involved under this Agreement.
- B. Access to public and private property within Springfield, as necessary, when required in conduct of ENGINEER'S work required under this Agreement.
- C. Payment of permit fees.

ARTICLE III - PERFORMANCE

Section 1. ENGINEER shall perform all services described above so as to meet the following schedule:

Deliver draft written Summary Report with cost estimate	March 1, 2017
Deliver final written Summary Report with cost estimate	April 1, 2017
Deliver draft drawings and technical specifications	June 1, 2017
Deliver final drawings and technical specifications	August 1, 2017

Section 2. All work performed by ENGINEER and by any subcontractors of ENGINEER shall be performed to the satisfaction of OWNER'S City Manager.

Section 3. At OWNER'S request, ENGINEER shall meet with OWNER'S Service Department, Operations Engineer, or his designee, to review the progress being made on design of the Project. Meetings will be held at a location chosen by OWNER.

Section 4. The engineering services provided in performance of this engineering services agreement shall be performed by ENGINEER'S: Bob O'Bryan, P.E., ENV SP, Luther E. Miller, P.E., BCEE, Larry Gaddis, P.E., Jonathon Leonard, E.I.T., Mark E. Magella, P.E., and Thomas Truscotte, P.E. The subcontractor tendered in ENGINEER'S proposal (PRIME AE Group, Inc.) is acceptable to OWNER.

ARTICLE IV - COMPENSATION TO THE ENGINEER

Section 1. The OWNER shall pay ENGINEER a lump sum in the amount of One Hundred Eight Thousand Four Hundred Dollars (\$108,400.00) in consideration for services performed under the Article I work description. ENGINEER shall submit invoices for services on approximately a monthly basis to coincide with ENGINEER'S standard financial accounting periods. Invoices shall cover the incremental work performed in the period and shall be accompanied by supporting information providing summaries of ENGINEER'S staff effort in hours on the project and major expense items including subconsultants, but in no event to exceed the amounts as set forth in the schedule entitled "Fee Schedule & Labor Hours" attached here to as **Exhibit A**, which is incorporated herein by reference as though fully rewritten herein. ENGINEER shall invoice the OWNER for each of the above payments in order for the payment to become due.

Section 2. Sums to be paid, in every case, are subject to receipt of an invoice for payment specifying the work performed. The invoice shall be in a form acceptable to OWNER'S Finance Director. Payment will be made to ENGINEER no later than thirty (30) days after OWNER receives the invoice for payment. Final payment shall be made to ENGINEER within thirty (30) days after submission of a final invoice and OWNER'S Operations Engineer certifies that all work required of ENGINEER under this Agreement has been satisfactorily completed.

Section 3. It is agreed that the compensation described in this Article IV shall constitute the entire consideration to ENGINEER for all services (including expenses incurred and subcontracting costs) performed by ENGINEER pursuant to Article I. In no event shall the consideration paid to ENGINEER for Article I, Section 1 services exceed the maximum sum of One Hundred Eight Thousand Four Hundred Dollars (\$108,400.00) without further legislative authorization by OWNER'S City Commission. In the event, and to the extent that a change in the law; changed or unexpected site condition; an act or omission of OWNER or OWNER'S suppliers and contractors; an error or change in OWNER-provided information; or any event beyond the reasonable control of the affected party, affects the work, increases ENGINEER'S costs, or adversely affects ENGINEER'S ability to meet the schedule, ENGINEER shall be entitled to request a change to the work and an equitable adjustment in its fee and schedule, as appropriate; however, OWNER is not obligated to make any expenditure beyond the above mentioned maximum unless an additional expenditure is authorized by OWNER'S City Commission in advance.

ARTICLE V

Section 1. The OWNER may, at any time prior to the completion of full performance by ENGINEER of the engineering services under this Agreement, terminate this Agreement by giving written notice not less than ten (10) calendar days prior to the effective date of termination. If the termination is for OWNER'S convenience, payment to ENGINEER will be made promptly for the amount of fees earned and all reimbursable expenses then due to the effective date of termination, less any payments previously made. ENGINEER shall make no claim for any additional compensation or lost profits, or damages of any kind against OWNER by reason of such termination, in the amount herein provided for will be the total compensation to which ENGINEER will be entitled in the event of such termination.

ARTICLE VI

Section 1. All reviews and approvals to be done on behalf of OWNER under this Agreement shall be performed by OWNER'S Service Department, Operations Engineer.

Section 2. It is agreed that OWNER and ENGINEER, as joint owners, shall have the right, title and interest in the copyright for all materials prepared by ENGINEER for OWNER in performing its responsibilities under this Agreement. All project specific documents, including drawings, computer files and diskettes prepared by ENGINEER, pursuant to this Agreement, are instruments of service and respect to the Project. The ENGINEER, shall provide to OWNER, reproducible copies of reports, surveys, drawings, sketches, field notes, calculations, plans, specifications and other documents when requested by OWNER (if not previously provided to OWNER). All reports, designs, plans, specifications, estimates, and field notes, after approval and acceptance and provided ENGINEER has been compensated for all services properly rendered pursuant to this Agreement, shall become the property of OWNER. ENGINEER shall, however, have the unrestricted right to their use. Said documents are not intended or represented by ENGINEER to be suitable for reuse or alteration by OWNER or others on the Project, or extensions thereof, or on any other project. Any such reuse or alteration, including alteration during construction, without the express written verification of adaptation of ENGINEER, shall be at OWNER'S risk and without liability or legal exposure to ENGINEER. Any such verification of the adaptation relative to said reuse or alteration shall entitle ENGINEER to further compensation as mutually determined by OWNER and ENGINEER. In the event of discrepancies between the digital files and the sealed mylar original drawings, the sealed mylar original drawings shall govern.

Section 3. It is agreed that ENGINEER shall have the status of an independent contractor under this Agreement. ENGINEER shall pay and make all required filings in connection with state, city and federal payroll taxes, social security contributions and workers' compensation and unemployment insurance premiums or any other required payments or filings in connection with the engagement of any persons or firms ENGINEER may use in performing its responsibilities under this Agreement.

Section 4. ENGINEER agrees that all its performance under this Agreement shall be in complete compliance with all federal, state and local constitutions, charters, statutes, ordinances, rules and regulations of whatever nature. Warning: It is unlawful for officials and employees of OWNER to receive gratuities. Discrimination by ENGINEER on grounds of race, religion, color, ancestry, nature origin, or sex is unlawful and shall subject ENGINEER to forfeiture.

Section 5. ENGINEER shall maintain in effect throughout the term of this Agreement professional errors and omissions insurance with a liability limit of no less than \$2,000,000. Upon execution of this document ENGINEER shall deliver to OWNER a certificate certifying to OWNER that such insurance is in effect and that it will not be cancelled without at least fifteen (15) days advance notice to OWNER.

Section 6. For ENGINEER'S benefit:

(a) If OWNER purchases, or causes a contractor to purchase, a builders' risk or other property insurance policy for the Project, OWNER shall require that ENGINEER be included as a named insured on such policy without liability for the payment of premiums.

(b) OWNER assumes sole responsibility and waives all rights and claims against ENGINEER for all loss of or damage to property owned by or in the custody of OWNER and any items at the job site or in transit thereto (including but not limited to, construction work in progress); except in those circumstances in which ENGINEER'S negligence or intentional wrongdoing or that of its employees, agents or subcontractors has caused such loss or damage.

(c) OWNER shall require its insurers to waive all rights of subrogation against ENGINEER for claims covered under any property insurance that OWNER may carry. OWNER shall require all Project contractors under contract with OWNER to include OWNER and ENGINEER as additional insureds on their general, automobile, excess, and umbrella liability insurance policies. Further, OWNER shall obtain and maintain for the benefit of ENGINEER the same indemnities, waivers of subrogation rights and insurance benefits obtained for the protection of the OWNER from any construction contractor and subcontractor working on the Project and shall obtain from that contractor and subcontractor insurance certificates evidencing the required coverages.

Section 7. Except as otherwise provided herein, ENGINEER agrees to indemnify OWNER from any liability and to save OWNER harmless from any damage which OWNER may suffer as a result from the negligent or or intentionally wrongful acts or omissions of ENGINEER or any employee or agent of ENGINEER. ENGINEER shall maintain in effect throughout the term of this Agreement commercial general liability insurance, including contractual coverage, with a liability limit of no less than \$500,000 combined single limit coverage. Upon execution of this document ENGINEER shall deliver to OWNER a certificate certifying to OWNER that such insurance is in effect and that it will not be cancelled without at least fifteen (15) days advance notice to OWNER.

Section 8. Failure of OWNER to complain of any act or omission on the part of ENGINEER no matter how long the same may continue, shall not be deemed to be a waiver by OWNER of any of its rights hereunder. No waiver by OWNER at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or consent to a subsequent breach of the same or any other provision. This section is not intended as a waiver of rights accorded under a statute of repose.

Section 9. This Agreement, including the recitals hereto and the Plan, constitutes the entire understanding of the parties and shall not be altered, changed, modified, or amended except by similar instruments in writing, executed by the parties hereto.

Section 10. It is agreed that none of the parties shall have the right at any time to assign its interest in and to this Agreement without the written consent of the other party.

Section 11. This Agreement is binding upon and inures to the benefit of the parties hereto, their respective legal representatives, successors and assigns.

Section 12. Since ENGINEER has no control over the cost of labor, materials, or equipment furnished by others not under contract to ENGINEER, or over the resources provided by others not under contract to ENGINEER to meet project schedules, ENGINEER's opinion of probable costs and of project schedules for construction shall be made on the basis of experience and qualifications as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual project costs will not vary from ENGINEER's opinions of probable cost or that actual schedules will not vary from ENGINEER's projected schedules.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this agreement by their duly authorized representatives on the date first above written.

APPROVED AS TO FORM
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

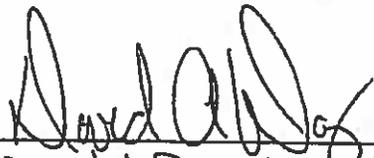
Deputy Law Director

BY: _____
James A. Bodenmiller, City Manager

Date _____

I hereby certify that the money required for payment of the above obligation in the sum of \$ _____ at the time of the making of this contract or order, was lawfully appropriated for such purpose and was in the treasury or in process of collection to the credit of the proper item of appropriation free from any previous encumbrance.

BLACK & VEATCH CORPORATION

BY: 
David A. Day, Associate Vice President

Finance Director

EXHIBIT A

Fee Schedule - Labor Hours
Primary Effluent Pumps Replacement Evaluation and Design - City of Springfield, Ohio

WORK ITEM	PERSONNEL/HOURLY RATE										Total	
	Proposed Personnel											
	B. O'Hara Project Mgr.	L. Gaskis QA/QA	G. Miller Lead Prop. Eng.	J. Leonard Design Eng.	M. Magella Electrical	Technician	Clerical	Total Hrs/Task	Total Labor Cost	Sub-Consultant Prime AE Group		Direct Expenses
A. PRELIMINARY DESIGN PHASE												
Task A1 - Develop Understanding of Existing Pumping System												
A1.1 Kickoff Meeting	4		4		4						\$131	\$3,319
A1.2 Review Existing Information	1		8	8	2						\$12	\$3,170
A1.3 Determine Operating Pressures and Flows	1	1	4	12								\$2,464
A1.4 Develop PEP System Curve	1	2	4	8								\$2,242
A1.5 Determine Design Flow Rates and Pump Combinations	2	2	8	12								\$3,548
A1.6 Review Electrical System	1		1		8							\$1,793
Task A2 - Develop Alternatives to Increase PEP Capacity to 55 MGD												\$2,702
A2.1 Examine Alternative Pumping Equipment	1	2	4	12							\$1,300	\$3,304
A2.2 Evaluate Installation Requirements	1	1	4	8								\$2,716
A2.3 Evaluate Use of VFDs	1	1	4	8	4							\$2,726
A2.4 Evaluate Sequence of Construction	1	1	4	12								\$2,684
A2.5 Develop Probable Construction Cost Estimates	1	1	4	12								\$2,684
Task A3 - Prepare Summary Report												\$6,999
A3.1 Prepare Summary Report	2	4	7	14	4	6	8				\$1,000	\$11,042
A3.2 Submit Draft Report	1		2	2			2					\$1,963
A3.3 Review Meeting With Owner	4	1	4	8	2	2	4					\$2,896
A3.4 Finalize Summary Report	1	15	66	116	24	9	15				\$3,250	\$14,877
Subtotal Hours and Costs												
	23	15	66	116	24	9	15				\$3,250	\$14,877
B. DETAILED DESIGN PHASE												
Task B1 - Preparation of Drawings and Technical Specifications												
B1.1 Perform Detailed Design	4	4	16	40	40	68	8				\$2,400	\$35,382
B1.2 Submit 50% Review Documents	4		4	8	4	12	4					\$3,950
B1.3 50% Owner Review Meeting	4		4	8							\$400	\$1,962
B1.4 Finalize and Submit Documents	2	4	16	32	12	52	4				\$48	\$14,836
B1.5 Prepare Final Opinion of Probable Construction Cost	1	1	2	8	6		1					\$2,834
Subtotal Hours and Costs	12	9	42	88	62	132	17				\$2,800	\$49,012
C. BIDDING AND CONSTRUCTION PHASE												
Task C1 - Bidding Phase Services												
C1.1 Address Bidder's Questions	1		4	8	4						\$150	\$2,707
Task C2 - Construction Phase Services												
C2.1 Perform Submittal and Shop Drawing Reviews	2	1	4	24	24						\$500	\$9,018
C2.2 Address Contractor's Questions	2	1	4	8	4						\$300	\$3,586
Subtotal Hours and Costs	5	2	12	40	32	4	4				\$1,150	\$15,311
TOTAL												
	40	26	120	244	118	141	36				\$9,200	\$108,400

Request for Commission Action City of Springfield, Ohio

Item Number: 251-16

Agenda Date: 11/7/2016

Today's Date: 11/1/2016

Subject: EDA/CDBG Revolving Loan Program Certifications

Submitted By: Shannon Meadows, Community Development Director

Department: Community Development

Contact: Chelsea, 7372

<input type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)		
<input checked="" type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Contract

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully requesting City Commission approve a resolution certifying that the current EDA/CDBG Revolving Loan Fund Program administered by SBDC, Inc. is:

1. consistent with and supportive of the area's economic adjustment strategy, and
2. the revolving loan fund is being operated in accordance with the policies and procedures contained in the RLF Plan, and the loan portfolio meets the standards contained therein.

Staff has determined that the plan and loan policies are consistent with the economic adjustment strategy. The certification is an annual submission to the Chicago EDA office as part of the required semiannual report for the RLF. The SBDC, Inc. Board of Trustees has also approved a certification of consistency and operation (attached).

Justification for Emergency Action: *(use reverse side if needed)*

Department/Division	Fund Description	Account Number	Actual Cost
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Total Cost:

A RESOLUTION NO. _____

Providing certification to the Economic Development Administration pursuant to Section D.03 and VIII.D of the March 15, 1993 Standard Terms and Conditions and the RLF Administrative Manual Grant.

...oooOOOooo...

WHEREAS, the City has obtained funds from the Economic Development Administration (EDA) to be used in providing a Revolving Loan Fund for economic development in the community; and

WHEREAS, the City has contracted with SBDC, Inc. to operate a Revolving Loan Fund in the community funded with EDA monies; and

WHEREAS, the SBDC, Inc. Board has provided a certification, attached hereto as Exhibit A, that to the best of their knowledge (a) the RLF is being operated in accordance with the policies and procedures contained in the RLF Plan and the loan portfolio meets the standards contained therein, and (b) the RLF Plan is consistent with and supportive of the area's current economic adjustment strategy; and

WHEREAS, the City staff has provided this Commission with a memorandum, attached hereto as Exhibit B, advising that the Revolving Loan Fund is consistent with and supportive of the areas current "economic adjustment strategy", and the Revolving Loan Fund is being operated in accordance with the policies and procedures contained in the Revolving Loan Fund Plan, and the loan portfolio meets the standards contained therein; and

WHEREAS, the City's Department of Engineering, the Springfield Financial Group, and the Field Representative from the Columbus Area Office of the Department of Housing and Urban Development have reviewed the City's EDA/CDBG Revolving Loan Fund Plan, loan policies and procedures and have determined that said Plan, loan policies and procedures are consistent with the economic adjustment strategy currently in place for the EDA/CDBG Revolving Loan Fund; NOW, THEREFORE:

BE IT RESOLVED by the City Commission of The City of Springfield, Ohio:

Section 1. That this Commission hereby certifies to the Economic Development Administration that it has made the following determinations:

- (a) The Revolving Loan Fund Plan is consistent with and supportive of the area's current economic adjustment strategy, and
- (b) The Revolving Loan Fund Plan is being operated in accordance

with the policies and procedures contained in the Revolving Loan Fund Plan, and the loan portfolio meets the standards contained therein.

Section 2. That this Resolution shall take effect and be in force from and after fourteen (14) days from the date of its passage.

ADOPTED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

EXHIBIT A



**Small Business
Development Centers
at SBDC Inc.**

**RLF Plan Certification
EDA Revolving Loan Fund Grant
Project 06-30-02111**

SBDC, Inc. as subrecipient of the City of Springfield, Ohio, Revolving Loan Fund (RLF) Grant 06-30-02111 from the Economic Development Administration, hereby certifies that to the best of its knowledge that (a) the RLF is being operated in accordance with the policies and procedures contained there and (b) that the RLF Plan is consistent with and supportive of the area's current economic adjustment strategy.

This certification has been reviewed and approved by the Board of Trustees of SBDC, Inc. at its meeting on October 27th, 2016

A handwritten signature in black ink, appearing to read "Brock Burcham".

Date: 10/27/16

Brock Burcham, Board President.

EXHIBIT B

MEMORANDUM

The Springfield Financial Group (SFG) administers the EDA/CDBG Revolving Loan Program (RLF) for the City. As part of the EDA requirements, the City reports the loan activities to the EDA on a semiannual basis. One of the report's requirements is that the City certify that it has reviewed the EDA/CDBG Revolving Loan Fund and made the following determinations:

- a. The Revolving Loan Fund is consistent with and supportive of the area's current "economic adjustment strategy," and
- b. The Revolving Loan Fund is being operated in accordance with the policies and procedures contained in the Revolving Loan Fund Plan, and the loan portfolio meets the standards contained therein.

This certification must be done on an annual basis when the report is submitted to the EDA. The economic adjustment strategy is contained in the City's Revolving Loan Fund Grant Application which was approved by the EDA as a condition of receiving the original grant of funds to start the RLF in 1985. The SBDC, Inc. Board of Trustees has also approved a certification of consistency and operation (attached). In view of the foregoing discussion, it has been determined that the RLF is consistent with the strategy and is being operated correctly.

Request for Commission Action City of Springfield, Ohio

Item Number: 009-16

Agenda Date: 11/22/2016

Today's Date: 11/16/2016

Subject: Transfer of Monies

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Tiffany Ross

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Contract

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

I hereby respectfully request legislation approving a transfer of monies per the following:

Transfer from Economic Development Fund	\$ 20,000.00
Transfer to Special Assessment Bond Retirement Fund	\$ 20,000.00

Justification for Emergency Action: (use reverse side if needed)

An emergency ordinance has been requested to approve transfer of monies between the Economic Development Fund to the Special Assessment Bond Retirement Fund for debt service purposes.

Department/Division	Fund Description	Account Number	Actual Cost
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Total Cost:

AN ORDINANCE NO. _____

Providing for the transfer of monies among various funds, and declaring an emergency.

...oooOOOooo...

WHEREAS, the Finance Director has advised the City Commission that the transfer of monies is necessary to make funding available to carry on the operations of various City departments, thereby avoiding inadvertently creating a technical Ohio Revised Code violation by overdrawing certain appropriations, which creates an emergency to preserve the public peace, property, health and safety, necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the City Commission does hereby authorize and direct that the following transfer of monies be made to wit:

Transfer from:	Economic Development Fund	\$20,000.00
Transfer to:	Special Assessment Bond Retirement Fund	\$20,000.00

Section 2. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 243-14

Agenda Date: 11/22/16

Today's Date: 11/14/16

Subject: Contract Renewal – BI Incorporated – Electronic Monitoring System

Submitted By: Mark Beckdahl

Department: Finance

Contact: Karen Howard X3767

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract

Prior Ordinance/Resolution: 14-303
15-307

Date of Prior Ordinance/Resolution: 11/25/14
11/24/15

Summary:

It is respectfully requested that the City Commission authorize the City Manager to exercise the fourth renewal option of the January 30, 2013 contract with BI Incorporated for the Electronic Monitoring Service Agreement for an amount not to exceed \$39,000.00 for the period of January 1, 2017 through December 31, 2017 for a total contract amount not to exceed \$162,400.00.

Justification for Emergency Action: *(use reverse side if needed)*

Emergency action is requested in order to provide notification to BI Inc in a timely manner and to avoid any interruption in services.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Municipal Court - Judicial		620005-4211	\$39,000.00

Total Cost: \$39,000.00

AN ORDINANCE NO. _____

Authorizing the exercise of the City's option to renew the January 30, 2013 contract with BI Incorporated to obtain electronic probation monitoring services, for an amount not to exceed \$39,000.00 for the period of January 1, 2017 through December 31, 2017, for a total contract amount not to exceed \$162,400.00; and declaring an emergency.

...oooOOOooo...

WHEREAS, the City entered into a one year contract with BI Incorporated dated January 30, 2013, to obtain electronic probation monitoring services; and

WHEREAS, the January 30, 2013 contract provides the City with an option to renew the contract for four (4) additional one (1) year periods; and

WHEREAS, this Commission finds it in the best interest of the City that said contract be renewed for the fourth renewal option to obtain electronic probation monitoring services, for an amount not to exceed \$39,000.00 for the period of January 1, 2017 through December 31, 2017, for a total contract amount not to exceed \$162,400.00; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to avoid an interruption in services, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the City Commission hereby authorizes the exercise of the City's option to renew the contract with BI Incorporated to obtain electronic probation monitoring services, for an amount not to exceed \$39,000.00 for the period of January 1, 2017 through December 31, 2017, for a total contract amount not to exceed \$162,400.00.

Section 2. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 212-12

Agenda Date: 11/22/2016

Today's Date: 11/8/2016

Subject: Neighborhood Housing Partnership of Greater Springfield, Inc. NHP
810 Clifton Ave. / Agreement Rescission

Submitted By: Shannon Meadows, Community Development Director

Department: HR, Housing & Neighborhood Services

Contact: Ed Leinasars

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion <input type="checkbox"/> Contract

Prior Ordinance/Resolution: 15-278

Date of Prior Ordinance/Resolution: 10/13/2015

Summary:

Respectfully request City Commission approve an ordinance authorizing the City Manager to execute an Agreement Rescission of the Homeownership Housing Loan Agreement with Neighborhood Housing Partnership of Greater Springfield (NHP). This rescission will rescind the loan agreement executed on July 7, 2015, and amended on November 16, 2015, in which the City was to provide \$54,070.94 in HOME CHDO funding for the development of 810 Clifton Avenue. NHP recieved \$3,000.00 out of the total \$54,070.94 for development costs to date at 810 Clifton Avenue. On July 18, 2016, NHP notified the City of its intentions not to proceed further with 810 Clifton Ave. and requested that funding be transferred to Community Gardens. NHP has since remitted to the City, \$3,000.00 from other non-federal sources to enable this activity to be cancelled per HOME program requirements. NHP will convey ownership of 810 Clifton Ave. to the City of Springfield, Ohio, which will be developed later.

Justification for Emergency Action: *(use reverse side if needed)*

To enable NHP to access to necessary funding for development costs at Community Gardens

Department/Division	Fund Description	Account Number	Actual Cost
Community Development			\$0.00

Total Cost: \$0.00

AN ORDINANCE NO. _____

Authorizing the mutual rescission of the Homeownership Housing Loan Agreement (Home Funded) (810 Clifton Ave. – 2015) with Neighborhood Housing Partnership of Greater Springfield, Inc. and declaring an emergency.

...oooOOOooo...

WHEREAS, pursuant to Ordinances No. 15-176 and 15-299 the City entered into a Homeownership Housing Loan Agreement (Home Funded) (810 Clifton Ave. – 2015) with Neighborhood Housing Partnership of Greater Springfield, Inc. (NHP) for the construction of new housing at 810 Clifton Ave. and NHP wish to discontinue the 810 Clifton Ave. project and reprogram the funding to facilitate the construction of new housing through the Community Gardens project; and,

WHEREAS, the disbursement of loan funds to NHP accumulated to \$3,000.00 in total and NHP has reimbursed the \$3,000.00 to the City and has reconveyed the property at 810 Clifton Ave, back to the City, effectively undoing the activity undertaken under the said Homeownership Housing Loan Agreement (Home Funded) (810 Clifton Ave. – 2015); and,

WHEREAS, the parties to the said Homeownership Housing Loan Agreement (Home Funded) (810 Clifton Ave. – 2015) intend to mutually rescind that contract; and,

WHEREAS, it is necessary that this Ordinance be approved immediately as so that funding previously encumbered under the said Homeownership Housing Loan Agreement (Home Funded) (810 Clifton Ave. – 2015) can be reprogrammed to fund the construction of new housing through the Community Gardens project, which this Commission finds creates an emergency to preserve the public peace, health, safety and property, necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the City hereby rescinds the Homeownership Housing Loan Agreement (Home Funded) (810 Clifton Ave. – 2015) with Neighborhood Housing Partnership of Greater Springfield, Inc. dated July 7, 2015 and amended November 16, 2015 and accepts the reconveyance of the property at 810 Clifton Ave.

Section 2. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 034-11

Agenda Date: 11/22/2016

Today's Date: 11/8/2016

Subject: Neighborhood Housing Partnership of Greater Springfield, Inc. NHP
Amendment #2 / Additional HOME CHDO Funding

Submitted By: Shannon Meadows, Community Development Director

Department: HR, Housing & Neighborhood Services

Contact: Ed Leinasars

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract

Prior Ordinance/Resolution: 16-248

Date of Prior Ordinance/Resolution: 8/30/2016

Summary:

Respectfully request City Commission to authorize the City Manager to execute Amendment #2 to the New Construction Senior Rental Housing Loan Agreement with the Neighborhood Housing Partnership of Greater Springfield, Inc. a Community Housing Development Organization (CHDO), providing HOME CHDO set-aside funds from the FY 2012 and FY 2013 HOME grants. This amendment will provide an additional \$54,070.94 in HOME CHDO set-aside funding for development costs of the Community Gardens. Total authorizations after Amendment #2, will be \$220,907.69. HOME CHDO funds are used by NHP to expand the supply of affordable housing for low-income households, and more specifically to be used for the rehabilitation of residential units or the construction of new residential units within the Community Development Areas and other eligible areas to be designated. NHP will retain all proceeds resulting from the sale of developed properties funded with HOME CHDO set-aside funds. These CHDO proceeds can be used by NHP for various other eligible activities as outlined in CPD Notice 97-09, dated September 12, 1997. This agreement requires compliance with all regulations including the affordability period provisions and other program requirements.

Justification for Emergency Action: *(use reverse side if needed)*

To enable NHP to access necessary funding for development costs at Community Gardens.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Community Development	HOME- CHDO		\$220,907.69

Total Cost: \$220,907.69

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into Amendment No. 2 to the New Construction Senior Rental Housing Loan Agreement (HOME Funded) (Community Gardens Pocket Neighborhood Development) with Neighborhood Housing Partnership of Greater Springfield, Inc. to increase HOME CHDO set-aside funding by an additional \$54,070.94 for a total commitment of \$220,907.69 in HOME CHDO set-aside funds; and declaring an emergency.

...oooOOOooo...

WHEREAS, the City and Neighborhood Housing Partnership of Greater Springfield, Inc. have entered into a New Construction Senior Rental Housing Loan Agreement (HOME Funded) (Community Gardens Pocket Neighborhood Development) to assist Neighborhood Housing Partnership of Greater Springfield, Inc. in the redevelopment of the former Community Hospital site located at the corner of Burnett Road and High Street pursuant to Ordinance Nos. 16-218 and 16-248; and

WHEREAS, the City and Neighborhood Housing Partnership of Greater Springfield, Inc. now wish to amend the subject agreement to increase the amount of HOME CHDO set-aside funds committed by the City to said project; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to enable the commitment of HOME CHDO set-aside funding within program timeframes, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the City Manager is hereby authorized to enter into Amendment No. 2 to the New Construction Senior Rental Housing Loan Agreement (HOME Funded) (Community Gardens Pocket Neighborhood Development) with Neighborhood Housing Partnership of Greater Springfield, Inc., a copy of which is attached hereto and is hereby approved, to increase HOME CHDO set-aside funding by an additional \$54,070.94 for a total commitment of \$220,907.69 in HOME CHDO set-aside funds.

Section 2. Notwithstanding the provisions of Section 1 of Ordinance No. 16-218, funding for the New Construction Senior Rental Housing Loan Agreement (HOME Funded) (Community Gardens Pocket Neighborhood Development) Project Agreement may be provided from any HUD provided funding which is available to the City.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

**NEW CONSTRUCTION SENIOR RENTAL HOUSING LOAN AGREEMENT
(HOME FUNDED)
(Community Gardens Pocket Neighborhood Development)
[Amendment #2]**

THIS AMENDING AGREEMENT is made and entered into this ____ day of _____, 2016, by and between **THE CITY OF SPRINGFIELD, OHIO** (hereinafter referred to as "City") and **NEIGHBORHOOD HOUSING PARTNERSHIP OF GREATER SPRINGFIELD, INC.**, (hereinafter referred to as "NHP") whose mailing address is 527 East Home Road, Springfield, Ohio 45503.

WITNESSETH:

WHEREAS, City and NHP have entered into a **NEW CONSTRUCTION SENIOR RENTAL HOUSING LOAN AGREEMENT (HOME FUNDED) (Community Gardens Pocket Neighborhood Development)** contract dated July 28, 2016 and amended August 30, 2016 (hereinafter the "Subject Agreement") and wish to add and additional \$54,070.94 in HOME funding to enable construction of the Project.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the parties do hereby agree as follows:

Section D. ARTICLE III, Sections 2 and 12 of the Subject Agreement be and hereby are amended to read as follows:

Section 2. City agrees to make a loan to NHP in the sum of up to \$220,907.69, from CHDO set aside funds provided to the City by HUD. The Loan proceeds will be made available to NHP pursuant to the terms and conditions of Section 12 of this Article, subject to the funds being wired to the City by HUD.

Section 12. Loan proceeds shall be made available to NHP within thirty (30) days after City has received

- a. City has received notice from HUD that City has available HOME funding from FY2012, FY2013, FY2014, FY2015 and/or FY2016 to disburse for the Project,
- b. a proper request for disbursement accompanied by a copy of a Contractor's invoice to NHP for a progress payment for work performed on the Project (which NHP has certified to the City to be correct and payable),
- c. correct payroll records related to work described in the invoice as required above, verification of the priority of the Restrictive Use Covenant described in Article VI of this Project Agreement and of the City's mortgage,
- d. such lien releases or waivers as may be required by the City

Section E. Exhibit C. Note attached to the Subject Agreement as previously amended is replaced with Exhibits C. Note attached to this Amending Agreement.

Section F. In all other respects the Subject Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

APPROVED AS TO FORM
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

Law Director

BY: _____
James A. Bodenmiller, City Manager

Date _____

**NEIGHBORHOOD HOUSING PARTNERSHIP
OF GREATER SPRINGFIELD, INC.,**

I hereby certify that the money required for payment of the above obligation in the sum of \$ _____ at the time of the making of this contract or order, was lawfully appropriated for such purpose and was in the treasury or in process of collection to the credit of the proper item of appropriation free from any previous encumbrance.

By: _____
Tina Koumoutsos, Executive Director

Finance Director

Notary Acknowledgement

STATE OF OHIO)
COUNTY OF CLARK) SS:

On this _____ day of _____, A.D., 2016, personally came The City of Springfield, Ohio, by James A. Bodenmiller, its City Manager and acknowledged the signing thereof to be his voluntary act and deed and the voluntary act and deed of The City of Springfield, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public, State of Ohio

STATE OF OHIO)
COUNTY OF CLARK) SS:

On this _____ day of _____, A.D., 2016, personally came The Neighborhood Housing Partnership of Springfield, Ohio, by Tina Koumoutsos, its Executive Director and acknowledged the signing thereof to be her voluntary act and deed and the voluntary act and deed of The Neighborhood Housing Partnership of Springfield, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public, State of Ohio

**DEMAND PROMISSORY NOTE
(HOME FUNDED PROJECT)**

\$220,907.69

_____, 2016

For value received Neighborhood Housing Partnership of Greater Springfield, Inc., an Ohio nonprofit corporation incorporated under Chapter 1702 of the Ohio Revised Code, (hereinafter Maker) promises to pay, on demand, to the order of The City of Springfield, Ohio, the sum of Two Hundred Twenty Thousand Nine Hundred Seven Dollars and Sixty Nine Cents (\$220,907.69) with no interest.

This Demand Note is secured by a mortgage of even date herewith, executed and delivered by Maker on land situate in the City of Springfield, Clark County, Ohio, fully described in said mortgage. If this Note is not paid when due, or within three (3) days thereafter, or if default be made in the performance of any of the agreements or conditions of said mortgage, the entire unpaid principal sum hereof shall, at the option of the Payee and without presentment, demand or notice, which are hereby waived, become immediately due and payable.

**NEIGHBORHOOD HOUSING PARTNERSHIP OF GREATER
SPRINGFIELD, INC.**

By: _____
Tina Koumoutsos, Executive Director

Request for Commission Action City of Springfield, Ohio

Item Number: 270-16

Agenda Date: 11/22/2016

Today's Date: 11/14/2016

Subject: Remove Health Nuisance at 519 North Jackson Street

Submitted By: Mike Adamson

Department: Service

Contact: Mike Adamson

14-Day Ordinance Emergency Ordinance (provide justification below)

14-Day Resolution Emergency Resolution Motion Contract

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

The sanitary lateral at 519 North Jackson Street (Scott residence) currently discharges into a dedicated storm sewer. The City will enter into an agreement with the property owner for \$6,120 to install a new sanitary lateral that will discharge to the sanitary sewer.

Justification for Emergency Action: (use reverse side if needed)

Emergency action is requested in order to expedite the start of construction.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Service/Utilities	630 Sewer Revenue	331207-6050 Project #7108	\$6,120.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into an agreement with Bonita Scott for the purpose of removing a sewer related health nuisance at 519 North Jackson Street for an amount not to exceed \$6,120.00; and declaring an emergency.

...oooOOOooo...

WHEREAS, the existing sanitary sewer overflow at 519 North Jackson Street, owned by Bonita Scott, currently discharges into a dedicated storm sewer and a new sewer lateral will be installed that will discharge to the sanitary sewer; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to expedite the start of construction, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the City Manager is hereby authorized to enter into an agreement, a copy of which is attached hereto and is hereby approved, with Bonita Scott for the purpose of removing a sewer related health nuisance at 519 North Jackson Street for an amount not to exceed \$6,120.00.

Section 2. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Agreement

This Agreement is made this ____ day of _____, 2016 by and between The City of Springfield, Ohio (the "City") and Bonita Scott (the "Owner").

Recitals

- A. The Owner owns the real estate located at 519 North Jackson Street in the City of Springfield.
- B. On the Owner's property there is located a sanitary sewer lateral that connects to the City's storm sewer system. This connection is prohibited under current law.
- C. The Owner wishes to construct a new sanitary sewer lateral line and install a Sewer Pump Station and a force main, that connects the sanitary waste system in their home to the City's sanitary sewer system.
- D. The City wishes to cap and abandon the sanitary sewer connection to the storm sewer system.

Therefore, the parties make the following promises to each other:

1. The Owner will enter into a contract with a licensed plumber to construct a new sanitary sewer lateral line, install a Sewer Pump Station and a force main, (the "Pump System"), extending from a point of disconnection of the existing on-site system to a point designated by the City and make all necessary connections to a discharge box designated by the City.
2. Discharge boxes will be provided and installed by the City at the City's expense.
3. The Sewer Pump Station will be installed by the Owner at the Owner's expense. The newly constructed sanitary sewer lateral line shall be connected with the City's sanitary sewer under the terms of a permit to be obtained by the plumber for the required work.
4. Upon completion, inspection and approval of the work, the Owner will present to the City their invoice from the plumber. The City will issue a check made payable jointly to the Owner and the plumber in the amount of the invoice or \$6,120.00, whichever is less.
5. Upon completion, inspection and approval of work, the sanitary lateral line, force main and Pump Station shall be the property and the responsibility of the Owners and their successors in interest.

6. Upon completion, inspection and approval of the work, the City shall cap and abandon the sanitary sewer overflow so that it does not discharge to the City's storm sewer system.
7. Owner acknowledges that the improvements installed by the Owner shall be the property of the Owner and attach to the Property as a fixture to real property and are not City property. Owner further acknowledges that the discharge box and that sewer lateral between the City's collector sewer line to the City's street right-of-way, whether installed by the Owner or by the City are also the property of Owner and are Owner's responsibility.
8. Owner agrees and covenants that Owner will allow no part of the improvements to be disconnected or removed from the Property unless such disconnected or removed portion is immediately replaced with a facility of equal or better function and quality as the original equipment specified under this Agreement for use at the Property.
9. Owner hereby agrees and covenants that Owner will properly maintain the Pump System, Private Lateral and force main.

The City of Springfield, Ohio

By: _____
Its City Manager

Bonita Scott

Request for Commission Action City of Springfield, Ohio

Item Number: 271-16 A

Agenda Date: 11/22/16

Today's Date: 11/15/16

Subject: Participatory Legislation for CLA SR 72 6.70, PID No. 102840

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Contract

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

This office has received participatory legislation from the Ohio Department of Transportation. ODOT will be installing a traffic signal at the I-70/SR 72 interchange to provide traffic control for the west bound entrance and exit ramps. Pre-emption at this signal is to be paid at the City's expense.

Justification for Emergency Action: (use reverse side if needed)

This preliminary legislation should be granted as an emergency in order to maintain the current plan file date of January 30, 2017.

Department/Division	Fund Description	Account Number	Actual Cost
Engineering			

AN ORDINANCE NO. _____

Consenting to the installation of a traffic signal with a pre-emption system at the Interstate 70 / State Route 72 interchange to provide traffic control for the west bound entrance and exit ramps by the Ohio Department of Transportation (identified as CLA SR 72 6.70, and further identified by PID No. 102840); authorizing the City Manager to enter into agreements with the Director of Transportation of the State of Ohio necessary to complete the project; and declaring an emergency.

...oooOOOooo...

WHEREAS, the Ohio Department of Transportation has identified the need to install a traffic signal at the Interstate 70 / State Route 72 interchange to provide traffic control for the west bound entrance and exit ramps, (identified as CLA SR 72 6.70, and further identified by PID No. 102840); and

WHEREAS, the City desires to give its consent to the Director of Transportation of the State of Ohio to complete the said project; and

WHEREAS, the City has identified the need for a pre-emption system at said traffic signal to efficiently control traffic when emergency vehicles approach; and

WHEREAS, the City will pay 100 percent of the costs for the pre-emption system; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to avoid project delay, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That this Commission hereby declares it to be in the public interest that the consent of the City be and such consent is hereby given to the Director of Transportation of the State of Ohio to perform the above described project.

Section 2. That the City will pay 100 percent of the costs for the pre-emption system.

Section 3. That if the City requests to perform any other work beyond the installation of a pre-emption system at the traffic signal to be installed at the interchange of Interstate 70 and State Route 72 to provide traffic control for the west bound entrance and exit ramps, the City shall assume and bear 100 percent of the costs associated with those items.

Section 4. That the City hereby agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs.

Section 5. That the City hereby agrees that all utility accommodations, relocations and reimbursements will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 6. That upon completion of said project, and unless otherwise agreed, the City shall (1) provide adequate maintenance for the project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the project; (3) maintain the right-of-way and keep it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 7. That the City Manager is hereby authorized and directed, on behalf of the City, to enter into agreements with the Director of Transportation of the State of Ohio necessary to complete the project.

Section 8. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun

_____, 2016)

CERTIFICATE OF COPY

STATE OF OHIO)
CITY OF SPRINGFIELD)SS
COUNTY OF CLARK)

I, Connie J. Chappell, as Clerk of The City of Springfield, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____ passed by the City Commission of The City of Springfield, Ohio, on the _____ day of _____, 2016; that the publication of such Ordinance has been made on _____, _____, 2016, and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are recorded in said City Commission's Ordinance Journal No. _____ on Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2016.

CLERK OF THE CITY OF SPRINGFIELD, OHIO

The foregoing is accepted as a basis for proceeding with the project herein described.

FOR THE CITY OF SPRINGFIELD, OHIO

ATTEST: _____

_____, DATE _____

City Manager
James A. Bodenmiller

FOR THE STATE OF OHIO

ATTEST: _____

_____, DATE _____

Director, Ohio Department of Transportation

Request for Commission Action City of Springfield, Ohio

Item Number: 271-16 B

Agenda Date: 11/22/16

Today's Date: 11/15/16

Subject: Pre-emption agreement with ODOT for the intersection of I-70 and SR72
(also known as CLA SR 72 6.70, PID 102840)

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Contract

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

ODOT will be installing a traffic signal at the I-70/SR 72 interchange to provide traffic control for the west bound entrance and exit ramps.

Given the circumstances, ODOT must enter into an agreement with the City because they will not maintain the pre-emption system at this location. This agreement gives the City right-of-entry for the maintenance of the pre-emption system.

Justification for Emergency Action: *(use reverse side if needed)*

This participatory legislation should be granted as an emergency in order to maintain the current plan file date of January 30, 2017.

Department/Division	Fund Description	Account Number	Actual Cost
---------------------	------------------	----------------	-------------

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Pre-emption Agreement with the Ohio Department of Transportation in connection with the installation of a traffic signal at the interchange of Interstate 70 and State Route 72; and declaring an emergency.

...ooo000ooo...

WHEREAS, it is necessary that this Ordinance become effective immediately in order to avoid project delay, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the City Manager is hereby authorized to enter into a Pre-emption Agreement with the Ohio Department of Transportation in connection with the installation of a traffic signal at the interchange of Interstate 70 and State Route 72.

Section 2. That said Pre-emption Agreement, a copy of which is attached hereto, is hereby approved.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

AGREEMENT
Pre-emption

This Agreement, made this 15th day of November, 2016 by and between the Ohio Department of Transportation District 7 whose address is 1001 St. Marys Ave, Sidney, Ohio 45365 (hereinafter referred to as "ODOT"), and the City of Springfield whose address is 76 East High Street., Springfield, Ohio 45502 hereinafter referred to as the "Local Authority".

WITNESSETH THAT:

In consideration of the mutual covenants hereinafter contained and for the purpose of maintaining a pre-empted system installation located at State Route 72 and Interstate Route 70 Westbound Ramp _____
; and

WHEREAS: a need for a preempted system exists to efficiently control traffic at the intersection of State Route 72 and Interstate Route 70 Westbound Ramp; when emergency vehicles approach and

WHEREAS: the State cannot maintain the proposed pre-emption system at State expense; and

WHEREAS: the Local Authority wishes to have the proposed pre-emption system: and

WHEREAS: the location of the pre-emption system and appurtenances shall be in accordance with Exhibit "A", attached hereto and made a part thereof.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. **LIABILITY/INDEMNIFICATION**

Notwithstanding anything contained herein or in any attached terms and conditions to the contrary, the City shall not indemnify or hold harmless any party. However, to the extent permitted by Ohio law, and without waiving any right of sovereign immunity, the City will be responsible for direct damages arising from any proven claim arising solely from the City's negligent act or omissions. The City shall not assume, or be deemed to assume, any liability for the acts or omissions of any other party and shall not be liable for consequential or indirect damages. To the extent any provisions of this contract or related documents are inconsistent with this paragraph, this paragraph shall take precedence.

In no event shall the City, its contractors, subcontractors, workers, or agents be considered agents or employees of the State of Ohio or ODOT.

II. INSPECTIONS

The Local Authority shall permit the State of Ohio, ODOT or its authorized agent to enter upon the site for the purposes of inspection at any reasonable time or times during the time of this Agreement.

The pre-emption system shall be inspected by ODOT, which will determine whether the pre-emption system conforms to plans and Exhibit "A", as well as any relevant statute or regulation.

The pre-emption system shall operate under the jurisdiction of the State of Ohio, including the phasing and timing as provided by R.C. §4511.10.

III. MODIFICATION OF PRE-EMPTION SYSTEM

If, after the initial installation or modification of the pre-emption system, either party determines or believes that additional or modified equipment or modified timing of the equipment is necessary to improve the flow of traffic at the location, the parties shall consult on the modification felt necessary and, to the extent reasonably possible, shall agree on the modifications to be made and the payment of the costs attendant thereto, if any. If agreed to by the Local Authority and ODOT the work may be performed by the Local Authority. ODOT reserves the right to alter the pre-emption system, the roadway or other appurtenances as it deems necessary if the parties do not agree.

IV. NORMAL MAINTENANCE

The Local Authority shall provide all normal maintenance required at all times, hereafter, for the efficient operation of subject traffic control pre-emption system. Normal maintenance guidelines shall incorporate those functions necessary for maintaining the pre-emption system operation at all times; i.e., replacement of all malfunctioning pre-emption system components or those that may be damaged either by accident or deterioration. It shall be the responsibility of the Local Authority to maintain a stock of spare pre-emption equipment and/or pay for repairs to malfunctioning equipment. If changes to vehicle traffic volumes or patterns require an update to the system equipment the Local Authority shall be responsible for the cost of improvements.

V. RIGHT OF ENTRY

The State does hereby give the Local Authority and its employees the Right of Entry to operate and maintain the pre-emption system equipment and appurtenances located on the property of the State, as described in Exhibit "A" and throughout this Agreement.

The State agrees that the Local Authority and its employees, as of the signing of this Agreement, have the right to enter the property of the State; this right will be limited to the portion of the State's property depicted in Exhibit "A" except that the State may expand the portion of its property subject to this Right of Entry by describing below the additional portion of property made subject, or the State may limit the Right of Entry to a portion of its property less than that depicted in Exhibit "A" by describing the limitation below and clearly marking the boundaries of the Right of Entry on Exhibit "A". ODOT must provide adequate space for maintenance vehicles and activity.

Said Right of Entry includes the following conditions and terms:

(a) Such Right of Entry is made subject to all other easements, dedications, uses or restrictions whatsoever affecting the real property which is the subject matter thereof, whether of record or otherwise.

(b) The State reserves to itself, its successors and assigns, the right to use the property which is the subject of this Right of Entry in any manner whatsoever, providing that such usage does not interfere in any way with the special rights herein granted to the Local Authority.

(c) The Local Authority shall operate and maintain the pre-emption system apparatus, and access to the equipment at the location described above shall be continuously provided by the State for maintenance purposes.

VI. REMOVAL

When it is determined by the State that said pre-emption system or its appurtenances are no longer essential to the safety, convenience or welfare of the traveling public, or any individuals traveling to or from the Local Authority's property, or any individuals traveling near the Local Authority's property, or that the maintenance of traffic in general would be better served by the discontinuance of the pre-emption system, then all such equipment, material and devices installed, maintained and operated by the Local Authority shall be removed by the Local Authority at no expense to the State. All salvageable materials and equipment shall be returned to the Local Authority and the parties shall be relieved of all obligations under this Agreement.

The determination that the pre-emption system is no longer useful or desirable shall be made by the State of Ohio, ODOT, in any reasonable manner, including, but not limited to, findings based on a traffic engineering study.

VII. NOTICES

Notices given under the terms of this Agreement shall be deemed sufficiently received if in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to either party's above referenced address.

VIII. GOVERNING LAW

This Agreement and the performance thereof shall be governed and interpreted, where applicable, solely by the laws of the State of Ohio.

IX. SEVERABILITY

If, and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final nonappealable order, such holding shall in no way affect the validity of the remainder of this Agreement.

X. ENTIRE AGREEMENT

This Agreement and the attachments hereto, if any, constitute the entire agreement between the Local Authority and ODOT and supersede all previous written and oral negotiations, commitments and understandings. Its terms, conditions and covenants shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto and making specific reference to this Agreement.

XI. CONSIDERATION

Each party to this Agreement recognizes that the rights and benefits received by the respective parties to this Agreement are valuable and substantial; enforcement of this Agreement cannot be challenged for lack of consideration.

This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

The Local Authority shall be relieved of the obligations herein at the time when ODOT enters into a new agreement for the pre-emption system with the transferee of the property; or makes the determination that the pre-emption system may be removed in accordance with Section IX of this Agreement.

XII. TERM

This agreement shall terminate if the following events occur: ODOT makes a determination that the pre-emption system is no longer needed in accordance with Section IX.

IN WITNESS WHEREOF, the Local Authority, has signed and sealed this Agreement this _____ day of _____, 2016, and ODOT has signed and sealed this Agreement this _____ day of _____, 2016.

CITY OF SPRINGFIELD

By: _____

PRINT NAME AND TITLE: _____

DATE: _____

STATE OF OHIO

OHIO DEPARTMENT OF TRANSPORTATION

By: _____ / /

Jerry Wray

Director

DATE: _____

Request for Commission Action City of Springfield, Ohio

Item Number: 098-13

Agenda Date: 11/22/16

Today's Date: 11/16/16

Subject: Change Order No. 3 with A & B Asphalt Corporation for the CLA - Burnett Road Reconstruction, PID 94795 project

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Contract

Prior Ordinance/Resolution: 13-100
16-200
16-262
16-299

Date of Prior Ordinance/Resolution: 4/16/13
7/5/16
9/13/16
10/25/16

Summary:

Work is completed on the above referenced project. In order to compensate the contractor for additional quantities, an up and down adjustment of the quantities is needed, therefore, a contract change order must be authorized by City Commission.

Justification for Emergency Action: *(use reverse side if needed)*

In order to compensate the contractor for these changes to the project, it is the recommendation of this office that City Commission confirm and approve and authorize the City Manager to execute this change order in the amount of (\$74,573.47) by emergency ordinance at their November 22nd meeting.

Department/Division	Fund Description	Account Number	Actual Cost
Engineering	ODOT		(\$ 59,658.78)
Engineering	OPWC		(\$ 14,914.69)

Total Cost: (\$ 74,573.47)

AN ORDINANCE NO. _____

Confirming and approving Change Order No. 3 to the contract between the City and A & B Asphalt Corporation for the CLA - Burnett Road Reconstruction, PID No. 94795 project to decrease the contract amount by \$74,573.47, for a total contract amount not to exceed \$515,398.73; authorizing the City Manager to execute said Change Order No. 3; and declaring an emergency.

...oooOOOooo...

WHEREAS, it is necessary that this Ordinance become effective immediately in order to compensate A & B Asphalt Corporation, for work previously completed, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That this Commission hereby confirms and approves Change Order No. 3 to the contract between the City and A & B Asphalt Corporation, for the CLA - Burnett Road Reconstruction, PID No. 94795 project to decrease the contract amount by \$74,573.47, for a total contract amount not to exceed \$515,398.73.

Section 2. That the City Manager is hereby directed and authorized to endorse upon Change Order No. 3, a copy of which is attached, his approval on behalf of the City.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CONTRACT CHANGE ORDER

NUMBER 3 (Three)

DATE November 16, 2016

TYPE OF PROJECT: CLA - Burnett Road Reconstruction, PID 94795

CONTRACTOR: A & B Asphalt Corp., 1780 Enon Rd., Springfield, OH 45502

The following changes are hereby made to the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
	NOTE ATTACHED SHEETS		
TOTAL INCREASE			\$87,088.00
TOTAL DECREASE		(\$161,661.47)	

The sum of (\$74,573.47) is hereby added to, deducted from the total. Therefore, the adjusted contract price to date is \$515,398.73.

The time provided for completion in the contract is unchanged. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

ACCEPTED BY: _____
Contractor

 Date

RECOMMENDED BY: _____
Engineer

 Date

APPROVED BY: _____
City Manager

 Date

CONTRACT CHANGE ORDER

CLA - Burnett Road Reconstruction, PID 94795			
ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
SPEC	Additional Pavement Planing, Asphalt Concrete 5,750 SY @ \$0.40		\$2,300.00
202	Walk Removed 360 SF @ \$2.75		\$990.00
202	Curb Removed 45 LF @ \$8.00		\$360.00
202	Pavement Removed (1,932) SY @ \$5.00	(\$9,660.00)	
202	Pavement Removed including Concrete 870 SY @ \$18.00		\$15,660.00
*204	Excavation of Subgrade (12") (650) CY @ \$22.04	(\$14,326.00)	
*204	Granular Material, Type B (650) CY @ \$48.00	(\$31,200.00)	
*204	Subgrade Compaction (2,507) SY @ \$1.25	(\$3,133.75)	
*254	Patching Planed Surface, As Per Plan (302) SY @ \$9.00	(\$2,718.00)	
*254	Pavement Planing, Asphalt Concrete 1 SY @ \$1.69		\$1.69
261	Pavement Restoration, Type C-Mod 25 LF @ \$9.00		\$225.00
261	Pavement Restoration, Type C-Mod (Base Repair) (1,932) SY @ \$41.00	(\$79,212.00)	
261	Pavement Restoration, Type D-Mod, As Per Plan 10 LF @ \$29.00		\$290.00
261	Pavement Restoration, Type D-Mod, As Per Plan (Base Repair) 994 SY @ \$57.00		\$53,808.00
*441	Asphalt Concrete Surface Course, (448), Type 1, PG64-22 39.73 TON @ \$65.00		\$2,582.45
*441	Asphalt Concrete Intermediate Course, (448), Type 1 (98.2) TON @ \$64.00	(\$6,284.80)	
*SPEC	Tack Coat, Trackless Tack (0.10 Gal/SY) (407) GAL @ \$2.00	(\$814.00)	
*SPEC	Tack Coat, Trackless Tack for Intermediate Course (0.04 Gal/SY) (3) GAL @ \$2.00	(\$6.00)	
608	4" Concrete Walk (927) SF @ \$5.75	(\$5,330.25)	
608	6" Concrete Walk 1,335 SF @ \$6.50		\$8,677.50

CONTRACT CHANGE ORDER

CLA - Burnett Road Reconstruction, PID 94795			
ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
608	8" Concrete Walk 25 SF @ \$7.75		\$193.75
608	Curb Ramp, Type C1, As Per Plan 2 EA @ \$250.00		\$500.00
608	Curb Ramp, Type C2, As Per Plan (2) EA @ \$250.00	(\$500.00)	
609	Curb, Type A, Straight 13 LF @ \$26.0		\$338.00
609	Curb, Type A, Radius (3) LF @ \$26.00	(\$78.00)	
609	Curb and Gutter, Type B, Straight (15) LF @ \$26.00	(\$390.00)	
*632	Detector Loop, Powerhead (4) EA @ \$1,573.00	(\$6,292.00)	
614	Work Zone Lane Line, Class I, 642 Paint (0.25) MILE @ \$798.00	(\$199.50)	
614	Work Zone Center Line, Class I, 642 Paint 0.02 MILE @ \$1,058.00		\$21.16
614	Work Zone Channelizing Line, Class I, 642 Paint (1,032) FT @ \$0.56	(\$577.92)	
614	Work Zone Stop Line, Class I, 642 Paint (61) FT @ \$2.50	(\$152.50)	
653	Topsoil Furnished and Placed 3.86 CY @ \$55.00		\$212.30
659	Seeding and Mulching 34 SY @ \$5.00		\$170.00
804	Manhole Adjusted to Grade, As Per Plan 1 EA @ \$405.00		\$405.00
804	Manhole Casting Furnished, As Per Plan 1 EA @ \$302.00		\$302.00
*644	Center Line, Double Solid (0.08) MILE @ \$5,609.94	(\$448.80)	
*644	Channelizing Liner, 8" (25) FT @ \$1.15	(\$28.75)	
*644	Stop Line 11 FT @ \$4.65		\$51.15
*644	Crosswalk Line (98) FT @ \$2.65	(\$259.70)	
*644	Transverse Line (11) FT @ \$4.50	(\$49.50)	
TOTAL INCREASE			\$87,088.00
TOTAL DECREASE		(\$161,661.47)	

Request for Commission Action City of Springfield, Ohio

Item Number: 170-16

Agenda Date: 11/22/16

Today's Date: 11/15/16

Subject: Change Order No. 2 with The Shelly Company for the 2016 PI Paving Project

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract

Prior

Ordinance/Resolution: 16-183
16-311

Date of Prior

Ordinance/Resolution: 6/21/16
11/7/16

Summary:

Work is completed on the above referenced project. In order to compensate the contractor for additional quantities, an up and down adjustment of the quantities is needed, therefore, a contract change order must be authorized by City Commission.

Justification for Emergency Action: *(use reverse side if needed)*

In order to compensate the contractor for these changes to the project, it is the recommendation of this office that City Commission confirm and approve and authorize the City Manager to execute this change order in the amount of (\$105,652.87) by emergency ordinance at their November 22nd meeting.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Engineering	PI	140012-6070 (614)	(\$ 105,652.87)

Total Cost: (\$ 105,652.87)

AN ORDINANCE NO. _____

Confirming and approving Change Order No. 2 to the contract between the City and The Shelly Company for the 2016 PI Paving Project to decrease the contract amount by \$105,652.87, for a total contract amount not to exceed \$362,027.13; authorizing the City Manager to execute said Change Order No. 2; and declaring an emergency.

...oooOOOooo...

WHEREAS, it is necessary that this Ordinance become effective immediately in order to compensate The Shelly Company for work previously completed, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That this Commission hereby confirms and approves Change Order No. 2 to the contract between the City and The Shelly Company for the 2016 PI Paving Project to decrease the contract amount by \$105,652.87, for a total contract amount not to exceed \$362,027.13.

Section 2. That the City Manager is hereby directed and authorized to endorse upon Change Order No. 2, a copy of which is attached, his approval on behalf of the City.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CONTRACT CHANGE ORDER

NUMBER 2

DATE November 15, 2016

TYPE OF PROJECT: 2016 PI Paving

CONTRACTOR: The Shelly Company, P.O. Box 3100, Findlay, OH 45839-3100

The following changes are hereby made to the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
	NOTE ATTACHED SHEET		
TOTAL INCREASE			\$39,619.92
TOTAL DECREASE		(\$145,272.79)	

The sum of (\$105,652.87) is hereby added to, deducted from the total. Therefore, the adjusted contract price to date is \$362,027.13.

The time provided for completion in the contract is unchanged. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

ACCEPTED BY: _____
Contractor

Date

RECOMMENDED BY: _____
Engineer

Date

APPROVED BY: _____
City Manager

Date

CONTRACT CHANGE ORDER

2016 PI Paving			
ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
Base Bid			
202	Walk or Drive Removed (3,110) SF @ \$3.00	(\$9,330.00)	
202	Curb Removed 59 LF @ \$8.00		\$472.00
202	Pavement Removed (1,287) SY @ \$6.50	(\$8,365.50)	
204*	Excavation of Subgrade (12") (429) CY @ \$20.50	(\$8,794.50)	
204*	Subgrade Compaction (1,287) SY @ \$1.20	(\$1,544.40)	
204*	Granular Material, Type B (429) CY @ \$35.50	(\$15,229.50)	
261	Pavement Restoration, Type C-Mod 142 LF @ \$14.00		\$1,988.00
261	Pavement Restoration, Type C-Mod, Base Repair (1,287) SY @ \$31.00	(\$39,897.00)	
441*	Asphalt Concrete Surface Course, Type 1 (448) 55.65 TON @ \$74.00		\$4,118.10
441*	Asphalt Concrete Intermediate Course, Type 1 (448) 29.31 TON @ \$78.00		\$2,286.18
441*	Asphalt Concrete Intermediate Course, Type 2 (448) 0.95 TON @ \$72.00		\$68.40
SPEC	Tack Coat, Trackless Tack, Intermediate Course (0.04 Gal/SY) (151) GAL @ \$2.00	(\$302.00)	
SPEC	Tack Coat, Trackless Tack (0.10 Gal/SY) (1,414) GAL @ \$2.00	(\$2,828.00)	
608	4" Concrete Walk (275) SF @ \$6.00	(\$1,650.00)	
608	6" Concrete Walk (2,986.75) SF @ \$7.00	(\$20,907.25)	
608	8" Concrete Drive 102.5 SF @ \$8.00		\$820.00
609	Curb and Gutter, Type B, Straight 24 LF @ \$27.00		\$648.00
609	Curb and Gutter, Type B, Radius 37.5 LF @ \$27.00		\$1,012.50
617*	Compacted Aggregate (17) CY @ \$125.00	(\$2,125.00)	

CONTRACT CHANGE ORDER

2016 PI Paving			
ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
644*	Stop Line (2) FT @ \$7.65	(\$15.30)	
644*	Channelizing Line, 8" (21) FT @ \$1.99	(\$41.79)	
644*	Transverse/Diagonal Line, Yellow (75) FT @ \$7.52	(\$564.00)	
653	Topsoil Furnished and Placed (78) CY @ \$60.00	(\$4,680.00)	
659	Seeding and Mulching (599) SY @ \$10.00	(\$5,990.00)	
659	Commercial Fertilizer (0.02) TON @ \$6,000.00	(\$120.00)	
804	Manhole Adjusted to Grade 3 EA @ \$375.00		\$1,125.00
804	Manhole Adjusted to Grade, As Per Plan (1) EA @ \$400.00	(\$400.00)	
804	Manhole Casting Furnished 1 EA @ \$350.00		\$350.00
804	Catch Basin Adjusted to Grade, As Per Plan (2) EA @ \$400.00	(\$800.00)	
644	Lane Arrow 1 EA @ \$89.00		\$89.00
Alternate #1 (Lowry Avenue)			
SPEC	Abandon Manholes on Lowry with Controlled Density Fill 1 LS @ \$981.20		\$981.20
SPEC	Pavement Planing, Asphalt Concrete 6" 2,122 SY @ \$6.50		\$13,793.00
262	Bituminous Base Pulverizing and Shaping, w/Calciment (2,122) SY @ \$10.00	(\$21,220.00)	
441*	Asphalt Concrete Surface Course, Type 1, (448) 89.67 TON @ \$74.00		\$6,635.58
441*	Asphalt Concrete Intermediate Course, Type 2, (448) 72.68 TON @ \$72.00		\$5,232.96
SPEC	Tack Coat, Trackless Tack, (0.10 Gal/SY) (212) GAL @ \$2.00	(\$424.00)	
644*	Crosswalk Line (11) FT @ \$4.05	(\$44.55)	
TOTAL INCREASE			\$39,619.92
TOTAL DECREASE		(\$145,272.79)	

Request for Commission Action City of Springfield, Ohio

Item Number: 029-12

Agenda Date: 11/22/16

Today's Date: 11/15/16

Subject: Award of Contract to R. B. Jergens Contractors, Inc., for the CLA-Villa Road project, PID 89421

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Contract

Prior

Ordinance/Resolution: 12-46
16-201

Date of Prior

Ordinance/Resolution: 2/14/12
7/5/16

Summary:

Bids were received on November 4, 2016, for the above referenced project. The following is a list of the bidders and their bids:

R.B. Jergens Contractors, Inc..	\$ 1,444,088.57
Eagle Bridge Co.	\$ 1,458,337.27
J & J Schlaegel, Inc.	\$ 1,464,985.21
Barrett Paving Materials, Inc.	\$ 1,498,240.00
Brumbaugh Construction, Inc.	\$ 1,542,391.00
A & B Asphalt Corp.	\$ 1,625,974.93
Double Z Construction	\$ 1,700,874.70
Engineer's Estimate	\$ 1,775,206.50

Justification for Emergency Action: (use reverse side if needed)

This project consists of resurfacing Villa Road from Urbana Road (S.R. 72) to Red Coach Drive and also resurfacing and Widening Villa Road from Red Coach Drive to Derr Road.

This office is recommending that City Commission authorize the award of a contract to the R.B. Jergens Contractors, Inc., in the amount of \$1,444,088.57 at their November 22nd meeting as an emergency ordinance. This authorization should be granted as an emergency in order to expedite the start of construction of this project.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Engineering	ODOT		\$ 860,677.99
Engineering	OPWC		\$ 583,410.58

Total Cost: \$ 1,444,088.57

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract with R. B. Jergens Contractors, Inc. for the CLA - Villa Road Project, PID No. 89421 for an amount not to exceed \$1,444,088.57; and declaring an emergency.

...oooOOOooo...

WHEREAS, The City's Purchasing Division has advertised for and received bids for the CLA - Villa Road Project, PID No. 89421, and;

WHEREAS, After receiving and reviewing the bids submitted, the City's Purchasing Division has recommended award of contract to R. B. Jergens Contractors, Inc. for an amount not to exceed \$1,444,088.57, which was the lowest and best bid, and;

WHEREAS, it is necessary that this Ordinance become effective immediately in order to expedite the start of construction, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the City Manager is hereby authorized to enter into a contract with R. B. Jergens Contractors, Inc. for the CLA - Villa Road Project, PID No. 89421 for an amount not to exceed \$1,444,088.57.

Section 2. That the said contract entered into by the City shall incorporate the specifications prepared by the Purchasing Division, which are hereby approved, and made available to providers submitting bids to the City, and shall conform to the recommendations of the City's Purchasing Division as made to this Commission.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 016-16

Agenda Date: 11/22/16

Today's Date: 11/18/16

Subject: Change Order No. 9 with J & J Schlaegel, Inc., for the CLA - Little Miami Trail Extension Project, PID 82314

Submitted By: Leo Shanayda

Department: Engineering

Contact: Leo Shanayda

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Contract

Prior

Ordinance/Resolution: 16-13
16-160
16-210
16-219
16-251
16-264
16-274
16-287
16-297

Date of Prior

Ordinance/Resolution: 1/5/16
6/7/16
7/19/16
8/2/16
8/30/16
9/13/16
9/27/16
10/11/16
10/25/16

Summary:

In order for the additional items and work, which were required for this project, a contract change order must be authorized by City Commission.

Justification for Emergency Action: (use reverse side if needed)

It is the recommendation of this office that City Commission authorize the City Manager to confirm and approve Change Order No. 9 to J & J Schlaegel, Inc., in the amount of \$17,306.21, by emergency ordinance at its November 22nd meeting.

Department/Division	Fund Description	Account Number	Actual Cost
Engineering	ODOT	141465-6070 (4716)	\$ 17,306.21

Total Cost: \$ 17,306.21

AN ORDINANCE NO. _____

Confirming and approving Change Order No. 9 to the contract between the City and J & J Schlaegel, Inc. for the CLA-Little Miami Trail Extension Project, PID No. 82314 to increase the contract amount by \$17,306.21, for a total contract amount not to exceed \$980,164.72; authorizing the City Manager to execute said Change Order No. 9; and declaring an emergency.

...oooOOOooo...

WHEREAS, it is necessary that this Ordinance become effective immediately in order to compensate J & J Schlaegel, Inc. for work previously completed, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That this Commission hereby confirms and approves Change Order No. 9 to the contract between the City and J & J Schlaegel, Inc. for the CLA-Little Miami Trail Extension Project, PID No. 82314 to increase the contract amount by \$17,306.21, for a total contract amount not to exceed \$980,164.72.

Section 2. That the City Manager is hereby directed and authorized to endorse upon Change Order No. 9, a copy of which is attached, his approval on behalf of the City.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CONTRACT CHANGE ORDER

NUMBER 9 (Nine)

DATE November 18, 2016

TYPE OF PROJECT: CLA - Little Miami Trail Extension, PID 82314

CONTRACTOR: J & J Schlaegel, Inc., 1250 E US Hwy 36, Urbana, OH 43078

The following changes are hereby made to the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
	NOTE ATTACHED SHEETS		
TOTAL INCREASE			\$19,210.45
TOTAL DECREASE		(\$1,904.24)	

The sum of \$17,306.21 is hereby **added to**, deducted from the total. Therefore, the adjusted contract price to date is \$980,164.72.

The time provided for completion in the contract is unchanged. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

ACCEPTED BY: _____
Contractor

Date

RECOMMENDED BY: _____
Engineer

Date

APPROVED BY: _____
City Manager

Date

CONTRACT CHANGE ORDER

CLA - Little Miami Trail Extension, PID #82314			
ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
607	Fence, Misc: Gate, Type CL, w/o Barbed Wire, 6' Height 2 EA @ \$250.00		\$500.00
SPEC	Grading behind residents along Portage Path to alleviate runoff from bikepath 1 LS @ \$8,557.34		\$8,557.34
SPEC	Repair of washouts into yard behind residents along Portage Path 1 LS @ \$5,841.67		\$5,841.67
SPEC	Work performed to adjust drive approach to new bike path at 2352 S. Yellow Springs Street 1 LS @ \$2,950.94		\$2,950.94
607	Fence, Type CL, Misc: Fence w/o Barbed Wire, 6' Height (104) LF @ \$18.31	(\$1,904.24)	
659	Commercial Fertilizer 2.221 TON @ \$500.00		\$1,110.50
*804	Cleanout Adjusted to Grade 1 EA @ \$250.00		\$250.00
TOTAL INCREASE			\$19,210.45
TOTAL DECREASE		(\$1,904.24)	

Request for Commission Action City of Springfield, Ohio

Item Number: 188-16

Agenda Date: 11/22/16

Today's Date: 11/15/16

Subject: Change Order No. 2 with Calvary Contracting, Inc., for the Springfield-Beckley Municipal Airport Final Denial Barriers @ the Entry Control Point Project

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract

Prior

Ordinance/Resolution: 16-209
16-312

Date of Prior

Ordinance/Resolution: 7/19/16
11/7/16

Summary:

A new contactor for the heat trace system is required, therefore a change order is needed for these additional parts and installation.

Justification for Emergency Action: *(use reverse side if needed)*

It is the recommendation of this office that City Commission authorize the City Manager to confirm and approve Change Order No. 2 to Calvary Contracting, Inc., by emergency ordinance at its November 22nd meeting. This authorization should be granted as an emergency in order to not delay payment to the contractor.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Engineering	Airport	140591-4070	\$ 1,269.03

Total Cost: \$ 1,269.03

AN ORDINANCE NO. _____

Confirming and approving Change Order No. 2 to the contract between the City and Calvary Contracting Inc. for the Springfield-Beckley Municipal Airport Final Denial Barriers at the Entry Control Point project to increase the contract amount by \$1,269.03, for a total contract amount not to exceed \$136,269.03; authorizing the City Manager to execute said Change Order No. 2; and declaring an emergency.

...oooOOOooo...

WHEREAS, it is necessary that this Ordinance become effective immediately in order to compensate Calvary Contracting Inc. for work previously completed, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That this Commission hereby confirms and approves Change Order No. 2 to the contract between the City and Calvary Contracting Inc. for the Springfield-Beckley Municipal Airport Final Denial Barriers at the Entry Control Point project to increase the contract amount by \$1,269.03, for a total contract amount not to exceed \$136,269.03.

Section 2. That the City Manager is hereby directed and authorized to endorse upon Change Order No. 2, a copy of which is attached, his approval on behalf of the City.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CONTRACT CHANGE ORDER

NUMBER 2 (Two)

DATE November 15, 2016

TYPE OF PROJECT: **Springfield Beckley Municipal Airport
Final Denial Barriers @ the Entry Control Point**

CONTRACTOR: **Calvary Contracting, Inc., 4125 Gibson Drive, Tipp City, OH 45371**

The following changes are hereby made to the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
SPEC	Provide and Install New Contactor for Heat Trace System 1 LS @ \$1,269.03		\$1,269.03
TOTAL INCREASE			\$1,269.03
TOTAL DECREASE		\$0.00	

The sum of \$1,269.03 is hereby added to, ~~deducted from the total~~. Therefore, the adjusted contract price to date is \$136,269.03.

The time provided for completion in the contract is unchanged. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

ACCEPTED BY: _____
Contractor

Date

RECOMMENDED BY: _____
Engineer

Date

APPROVED BY: _____
City Manager

Date

259-16

LIQUOR PERMIT REQUEST REVIEW FORM

DATE: October 27, 2016

APPLICANT'S NAME: Ridgewood Café LLC

ADDRESS OF PERMIT PREMISE: 1647 N Plum Street & Patio
Springfield OH 45504

RETURN REPORT BY: November 16, 2016 - NOON

FROM: CITY MANAGER'S OFFICE

TO: POLICE CHIEF

RECEIVED _____

FIRE CHIEF

RECEIVED _____

COMMUNITY DEVELOPMENT DIRECTOR

RECEIVED _____

RECOMMENDATIONS:

NO OBJECTION

OBJECTION W/REASONS

POLICE:

Investigations

11/14/16
[Signature]
Amoody

Police Chief

FIRE:

Objection can be addressed through building permit or COO** processes

Fire Marshal

Fire Chief

COMMUNITY DEVELOPMENT:

Objection can be addressed through building permit or COO** processes

Zoning*

Building

Code Enforcement

Community Development Director

*Map Attached

**Certificate of Occupancy

(ATTACH BACK-UP MATERIAL IF NEEDED)

Rev. 08-06-13

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6506 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

7366976		TRFO	RIDGEWOOD CAFE LLC	
PERMIT NUMBER		TYPE	1647 N PLUM ST & PATIO	
06	01	2016		
ISSUE DATE				
10	20	2016		
FILING DATE				
D1	D2	D3		
PERMIT CLASSES				
12	099	A	F17260	
TAX DISTRICT		RECEIPT NO.		

FROM 10/24/2016

5151962			JACK LEVAN	
PERMIT NUMBER		TYPE	1647 N PLUM ST & PATIO	
06	01	2016		
ISSUE DATE				
10	20	2016		
FILING DATE				
D1	D2	D3		
PERMIT CLASSES				
12	099			
TAX DISTRICT		RECEIPT NO.		



MAILED 10/24/2016

RESPONSES MUST BE POSTMARKED NO LATER THAN. 11/25/2016

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES A TRFO 7366976

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF SPRINGFIELD CITY COUNCIL
76 E HIGH ST
SPRINGFIELD OHIO 45502

7366976 PERMIT NBR
RIDGEWOOD CAFE LLC
1647 N PLUM ST & PATIO
SPRINGFIELD OHIO 45504

CHRIS LEWIS
REBECCA LEWIS

10/20/2016 ACTIVE
10/20/2016 ACTIVE

MNMB5%V5%M
MNMB5%V5%M

PA2-KEY = END SESSION, CLEAR-KEY = END OPTION, ENTER-KEY = TO CONTINUE

SPRINGFIELD POLICE DIVISION
Inter-Office Communication

From: Office of Captain Hill

Date: 11-3-2016

To: Investigative File

**Ref: Liquor Permit Renewal
(Ridgewood Café LLC)**

I would like to offer the following information regarding the request to transfer the Liquor Permit of Ridgewood Café LLC at 1647 N Plum St. The new liquor permit number for Ridgewood Café will be 7366976 which was previously under Jack Levan (Permit# 5151962). The permit is for a D1, D2, and D3 permit filed on 10-20-2016.

A Permit D-1 may be issued to the owner or operator of a retail food establishment or a food service operation licensed pursuant to Chapter 3717. of the Revised Code that operates as a restaurant for purposes of this chapter, or of a club, amusement park, drugstore, lunch stand, boat, or vessel, to sell beer at retail either in glass or container, for consumption on the premises where sold; and to sell beer at retail in other receptacles or in original containers having a capacity of not more than five and one-sixth gallons not for consumption on the premises where sold. The fee for this permit is three hundred seventy-six dollars for each location, boat, or vessel.

A Permit D-2 may be issued to the owner or operator of a retail food establishment or a food service operation licensed pursuant to Chapter 3717. of the Revised Code that operates as a restaurant for purposes of this chapter, or of a club, boat, or vessel, to sell wine and prepared and bottled cocktails, cordials, and other mixed beverages manufactured and distributed by holders of A-4 and B-4 permits at retail, either in glass or container, for consumption on the premises where sold. The holder of this permit may also sell wine and prepared and bottled cocktails, cordials, and other mixed beverages in original packages and not for consumption on the premises where sold or for resale. The fee for this permit is five hundred sixty-four dollars for each location, boat, or vessel.

A Permit D-3 may be issued to the owner or operator of a retail food establishment or a food service operation licensed pursuant to Chapter 3717. of the Revised Code that operates as a restaurant for purposes of this chapter, or of a club, boat, or vessel, to sell spirituous liquor at retail, only by the individual drink in glass or from the container, for consumption on the premises where sold. No sales of intoxicating liquor shall be made a holder of

a D-3 permit after one a.m. The fee for this permit is seven hundred fifty dollars for each location, boat, or vessel.

Ridgewood Café LLC is located at 1647 N. Plum St which is in a residential area and within the vicinity of Snowhill Elementary School which is one block west of the cafe. A check for dispatched calls to the Business showed that there were a total of three calls for service within the past year. One suspicious person, one theft, and one disorderly.

I spoke with Christopher Lewis who owns the property. Mr. Lewis advised that he plans to have approx. four to five part time employees and three full time employees. He stated that they will all have training on current liquor laws and will complete the TIPS program. The hours of operation will be from 11am to midnight Monday through Saturday. The hours of operation for Sunday have not been determined yet. A local background check of Mr. Lewis showed that he has no criminal arrests.

Respectfully Submitted,
Det. J. Osborne

A handwritten signature in cursive script, appearing to read "J. Osborne", written in black ink.

LIQUOR PERMIT REQUEST REVIEW FORM

DATE: October 27, 2016

APPLICANT'S NAME: Ridgewood Café LLC

ADDRESS OF PERMIT PREMISE: 1647 N Plum Street & Patio
Springfield OH 45504

RETURN REPORT BY: November 16, 2016 - NOON

FROM: CITY MANAGER'S OFFICE

TO: POLICE CHIEF

RECEIVED _____

FIRE CHIEF

RECEIVED 10-28-16 / J. Keys

COMMUNITY DEVELOPMENT DIRECTOR

RECEIVED _____

RECOMMENDATIONS: NO OBJECTION OBJECTION W/REASONS

POLICE:

Investigations _____

Police Chief _____

FIRE:

Objection can be addressed through building permit or COO** processes

Fire Marshal _____

Fire Chief _____

Handwritten signature: J. Mainville

Handwritten notes: UNDER MAJOR RENOVATION WILL REQUIRE Additional Inspection Prior to Opening 11/1/16

COMMUNITY DEVELOPMENT:

Objection can be addressed through building permit or COO** processes

Zoning* _____

Building _____

Code Enforcement _____

Community Development Director _____

*Map Attached

**Certificate of Occupancy

(ATTACH BACK-UP MATERIAL IF NEEDED)

Rev. 08-06-13

City of Springfield, Ohio, Fire Rescue Division
FMB Fire Safety Inspection Report

Date: 11/1/16 Inspection System Test Time Begin: 1000 hrs. Time End: 1615 hrs.

Occupancy Name (DBA)

RIDGEWOOD CAFE (LIQUOR PERMIT INSPECTOR)

Number Prefix Street
1647 N S E W Plum St

City State Zip Code
SPRINGFIELD OHIO 45504

Phone Number Extension Type (Check One)
() MOBL OFFC HOME WORK

Owners & Contacts - Last Name	First Name	Phone
		()
		()

Findings/Violations

The following violations shall be corrected by: _____ (Date)

UNDER MAJOR RENOVATION
Will Require Inspections Prior to opening
gar

Inspector's Signature: [Signature] (0028469) Employee No. 703

Failure to correct noted violations shall be in violation of Section 1803.09 of the Codified Ordinances of the City of Springfield, Ohio.
Owner/Occupant/Contractor Signature: [Signature]

LIQUOR PERMIT REQUEST REVIEW FORM

DATE: October 27, 2016

APPLICANT'S NAME: Ridgewood Café LLC

ADDRESS OF PERMIT PREMISE: 1647 N Plum Street & Patio
Springfield OH 45504

RETURN REPORT BY: November 16, 2016 - NOON

FROM: CITY MANAGER'S OFFICE

TO: POLICE CHIEF RECEIVED _____

FIRE CHIEF RECEIVED _____

COMMUNITY DEVELOPMENT DIRECTOR RECEIVED _____

RECOMMENDATIONS: NO OBJECTION OBJECTION W/REASONS

POLICE:

Investigations _____

Police Chief _____

FIRE: Objection can be addressed through building permit or COO** processes

Fire Marshal _____

Fire Chief _____

COMMUNITY DEVELOPMENT:

Objection can be addressed through building permit or COO** processes

Zoning* _____

Building _____

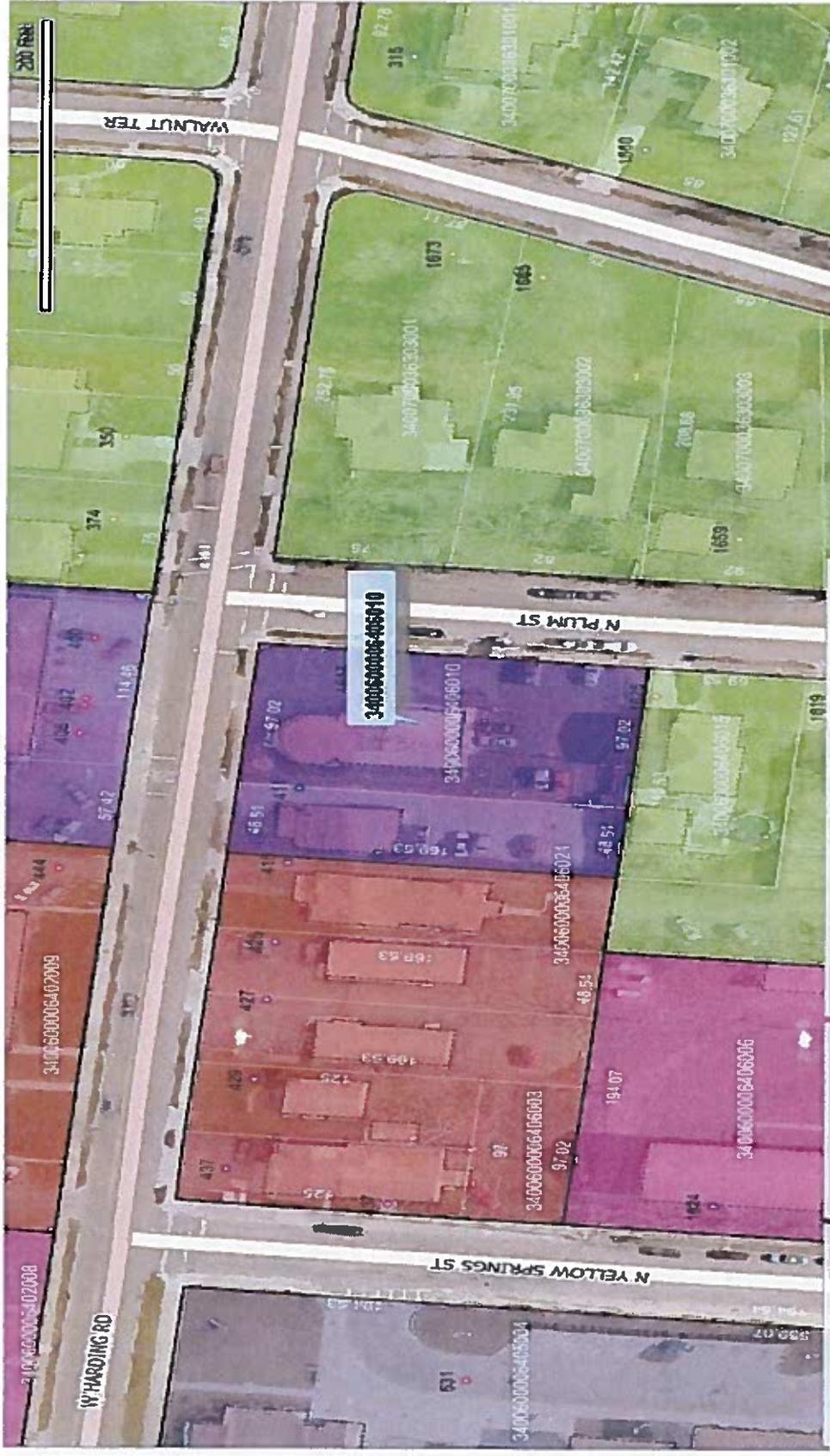
Code Enforcement _____

Community Development Director *Shannon Meadows*

*Map Attached

**Certificate of Occupancy

(ATTACH BACK-UP MATERIAL IF NEEDED)



Zoned CC-2, Community Commercial District