

CITY COMMISSION AGENDA

September 13, 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, September 13, 2016.

PUBLIC HEARINGS

210-16 At 6:45 PM, a public hearing to consider the vacation of the first alley east of Pine Street from Maryland Avenue north 150' to an intersecting east-west alley.

211-16 At 6:50 PM, a public hearing to consider the vacation of the first alley west of N Western Ave from 156' north of Broadway Street north 140' to the terminus.

212-16 At 6:55 PM, a public hearing to consider the vacation of the first alley east of Eden Ave from W Pleasant Street south to the first intersecting east-west alley.

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 September 27, 2016:

210-16ord Vacating the first alley east of Pine Street from Maryland Avenue north 150 feet to an intersecting east-west alley.

211-16ord Vacating the first alley west of North Western Avenue from 156 feet north of Broadway Street north 140 feet to the terminus.

212-16ord Vacating the first alley east of Eden Avenue from West Pleasant Street south to the first intersecting east-west alley.

266-14 Authorizing the City Manager to enter into LPA Agreement No. 26851 - Amendment No. 2 between the City and the Ohio Department of Transportation in connection with the CLA Belmont Avenue Reconstruction Phase 2, PID No. 94814, to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval and to reflect the modification of funds for various project phases.

097-15 Authorizing the City Manager to enter into LPA Agreement No. 26857 - Amendment No. 1 between the City and the Ohio Department of Transportation in connection with the CLA Bechtle - 0.57, PID No. 99563, and further identified as Bechtle Avenue bridge over the lagoon project, to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval and to increase ODOT funding for the project from \$185,000.00 to \$235,000.00.

096-13 Authorizing the City Manager to enter into LPA Agreement No. 25724 - Amendment No. 3 between the City and the Ohio Department of Transportation in connection with the CLA Middle Urbana Rehab, PID No. 94768 to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval.

SECOND READINGS – ORDINANCES

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

185-16 Amending the Zoning Map of Springfield, Ohio by rezoning 1.93 acres at 1661 Selma Road, Springfield, Ohio from RM-20, Medium-Density, Multi-Family Residence District, to CC-2, Community Commercial District.

217-16 Authorizing the implementation of an employee incentive program to induce participating in the community's United Way Campaign; and authorizing the City Manager and Finance Director to do all things necessary to implement the employee incentive program.

218-16 Authorizing the City Manager to enter into a contract with Rumpke of Ohio, Inc. for the City's 2016 Collection of Fall Bagged Leaves Program for an amount not to exceed \$56,000.00.

219-16 Authorizing the City Manager to enter into an LPA Federal Local-LET Project Agreement No. 27881 between the City and the Ohio Department of Transportation to provide the City with eligible costs of up to a maximum sum of \$287,000.00 for the CLA 40-16.82 Project, PID No. 103791; and authorizing the City Manager, Law Director and Finance Director to do all things they deem necessary to implement said agreement.

220-16 Amending Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, by the amendment of Chapter 911, titled *Water Rates and Regulations*, to enact new Section 911.17, requiring compliance with the provisions of Chapter 929 of the Codified Ordinances of The City of Springfield, Ohio.

221-16 Amending Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, by the amendment of Chapter 929, titled *Wellhead and Well Field Protection Regulations*, to add subparagraph (c) to Section 929.99, titled *Penalties*, and repealing existing Section 929.99.

222-16 Authorizing the City Manager to execute a Quit Claim Deed in connection with selling certain real property no longer needed for municipal purposes located at 1221 Tibbetts Avenue.

EMERGENCY ORDINANCES

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

172-16 Authorizing the City Manager to enter into a Grant Agreement with the State of Ohio, Ohio Public Works Commission, to obtain funding in the amount of \$249,325.00 for the Buck Creek Bank Restoration and Trail Realignment Project; authorizing the City Manager, Law Director, Finance Director and City Engineer to do all things they consider necessary for the execution and performance of the Grant Agreement.

098-13 Confirming and approving Change Order No. 1 to the contract between the City and A & B Asphalt Corporation for the CLA - Burnett Road Reconstruction, PID No. 94795 project to increase the contract amount by \$1,414.20, for a total contract amount not to exceed \$589,972.20; authorizing the City Manager to execute said Change Order No. 1.

033-11 Confirming and approving Change Order No. 9 to the contract between the City and Sunesis Construction Company for the CLA Veterans Bridge Project, PID No. 88484 to decrease the contract amount by \$3,000.00, for a total contract amount not to exceed \$2,548,553.78; authorizing the City Manager to execute said Change Order No. 9.

016-16 Confirming and approving Change Order No. 5 to the contract between the City and J & J Schaegele, Inc. for the CLA-Little Miami Trail Extension Project, PID No. 82314 to extend the project completion date to September 23, 2016; authorizing the City Manager to execute said Change Order No. 5.

EMERGENCY RESOLUTIONS

126-16 Accepting the amounts and rates allocated to The City of Springfield, Ohio, as determined by the Budget Commission of Clark County, Ohio; authorizing the necessary tax levies; providing for the certification of this Resolution and the tax levies to the County Auditor of Clark County, Ohio.

228-16 Expressing approval and support for the development of State and US Bicycle Routes.

LIQUOR PERMITS

The City Manager recommends that the following report be received and filed with the City Clerk.

226-16 Notification from the Ohio Department of Liquor Control of a request for a new liquor permit for Un Mundo Café, LLC, dba Un Mundo Café, 117 S Fountain Street, Springfield, OH 45502.

NEW ITEMS ON THE AGENDA

REMARKS FROM THE AUDIENCE

Respectfully submitted,


Jim Bodenmiller
City Manager

210-16

Springfield

CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

MOTION SHEET

DATE: August 9, 2016

Sept. 13, 2016
6:45 pm

TO: City Commission

FROM: City Planning Board

SUBJECT: RIGHT-OF-WAY ALLEY VACATION RESIDENTIAL 16-RW-03

REQUEST: To vacate the first alley east of Pine Street from Maryland Avenue north 150' to an intersecting east-west alley.

RECOMMENDED ACTION: 14 Day Ordinance

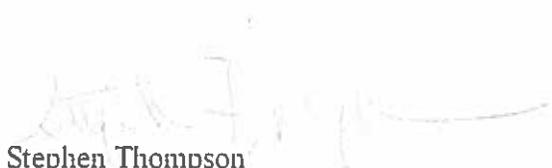
The following motion was made at the regular August 8, 2016 City Planning Board meeting:

MOTION: Motion by Mr. Harris to approve the request to vacate the first alley east of Pine Street from Maryland Avenue north 150' to an intersecting east-west alley. Seconded by Ms. Lewis-Campbell.

VOTE: YEAS: Ms. George, Mr. Smith, Ms. Anderson, Ms. Lewis-Campbell, Mr. Harris, and Ms. Roberge
NAYS: None 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: August 3, 2016

PREPARED BY: Stephen Thompson

SUBJECT: Right-of-Way Vacation #16-RW-03

GENERAL INFORMATION:

Applicant: Daniel Dewine, 1318 Maryland Ave., Springfield, OH
45505

Requested Action: Request to vacate: the first alley east of Pine Street from
Maryland Avenue north 150' to an intersecting east-west
alley.

Petitioner's Comments: See attached Exhibit C

Adjoining Property Owners: See attached Exhibit B

File Date: June 30, 2016

RETURNED REPORTS:

Columbia Gas: No Objections

Time Warner: No Objections

AT&T: No Objections

Ohio Edison: No Objections

Service Dept: No Objections

City Engineer: No Objections

Fire Division: No Objections

Police Division: No Objections

Planning and Development: The applicant requests the vacation to combine
1318 Maryland with 1314 Maryland.

STAFF RECOMMENDATION:

Approval of the request to vacate the first alley east of Pine Street from Maryland Avenue north 150' to an intersecting east-west alley.

ATTACHMENTS:

1. Vicinity map
2. Petition with petitioner's comments

APPROVED
Clark County Tax Map

AUG 01 2016

- Legal Description
- Survey Plat / Lotsplit
- Subdivision / Annexation

THE INFORMATION SHOWN HEREON WAS DERIVED FROM RECORDS AT THE CLARK COUNTY, OHIO TAX MAP DEPARTMENT AND THE CLARK COUNTY, OHIO RECORDER'S OFFICE, AND IS NOT THE RESULT OF A FIELD SURVEY.

THE VACATED RIGHT-OF-WAY SHALL BE DIVIDED ALONG THE ADDRESSING PROPERTIES TO THE ADDRESSING PROPERTIES. THE AREA OF VACATED RIGHT-OF-WAY TO BE ADDED TO EACH PARCEL IS SHOWN ON THIS MAP.

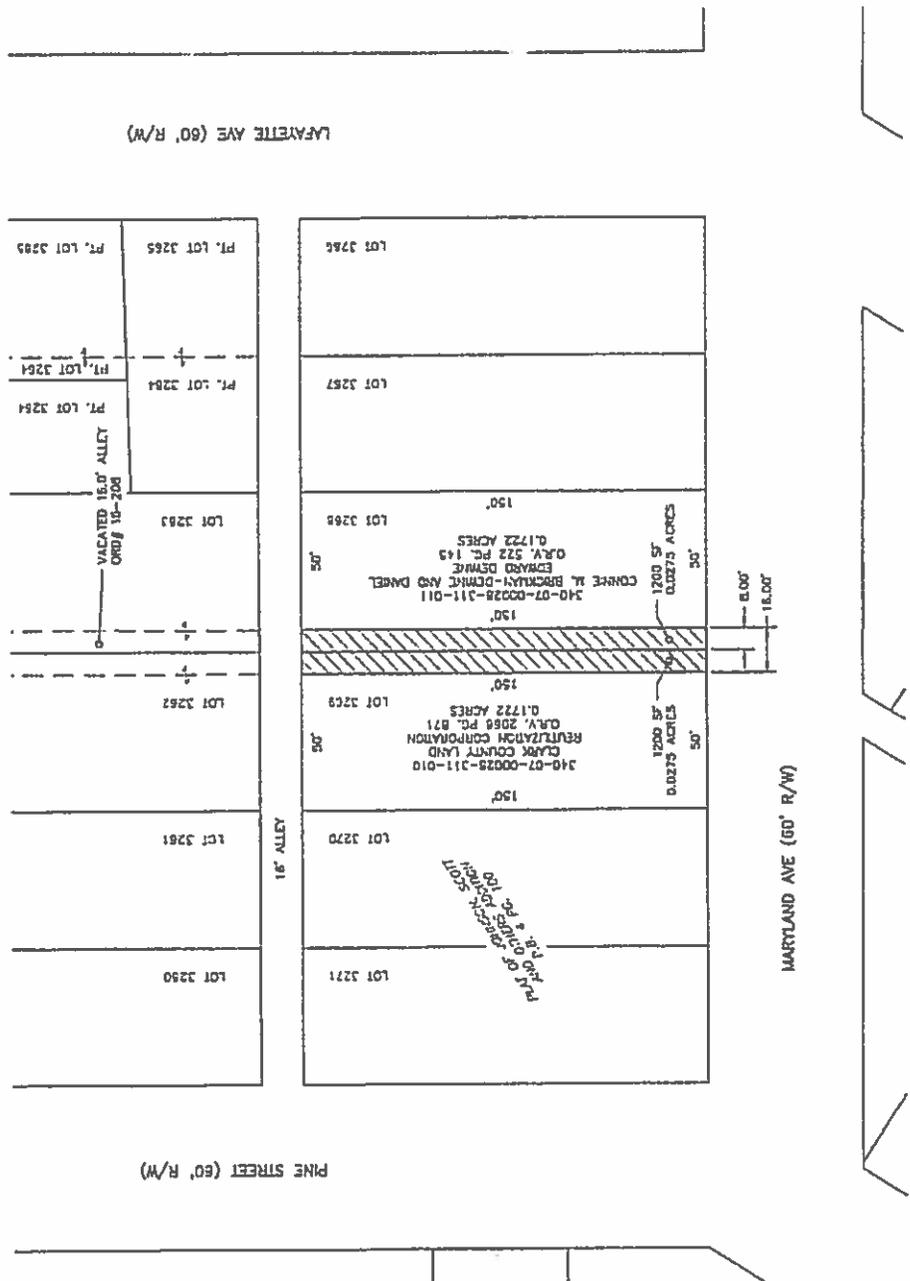
THIS MAP WAS PREPARED UNDER THE SUPERVISION OF MARK T. SCHOLL, P.S. - OHIO REG. NO. 6598.



TO BE VACATED



SCALE: 1 INCH = 30 FEET
0 15 30 45 60



RIGHT OF WAY VACATION
FIRST ALLEY EAST OF PINE STREET FROM MARYLAND AVENUE NORTH
150 FEET TO AN INTERSECTING EAST-WEST ALLEY

SEC. 29, T. 2, R. 9 E.H.A.R.S.
CITY OF SPRINGFIELD
CLARK COUNTY, OHIO
JULY 29, 2016

MARK T. SCHOLL, P.S. 6598
CITY OF SPRINGFIELD, OHIO
COUNTY OF CLARK
24 EAST LARCH STREET
SPRINGFIELD, OHIO 43082
TEL: 614/222-1160/211

S.A.

A490



Right of Way Vacation Case # 16-RW-03

Request to vacate the first alley east of Pine Street from Maryland Avenue north 150' to an intersecting east-west alley.



FOR PLANNING USE ONLY
Case #: <u>16-217-03</u>
Date Received: <u>5/15/16</u>
Received by: <u>ST</u>
Application Fee: \$ <u>50</u>
Review Type:
<input type="checkbox"/> Admin <input checked="" type="checkbox"/> EPB <input type="checkbox"/> BZA

A. PROJECT General Application

1. Project Name: ALLEY RIGHT OF WAY VACATION

2. Application Type & Project Description (attach additional information, if necessary):

3. Address of Subject Property: NORTH/SOUTH ALLEY WEST OF 1318 MARYLAND AVE.

4. Parcel ID Number(s):

5. Full legal description attached? yes no

6. Size of subject property: _____

7. Existing Use of Property:

8. Existing Zoning of Property:

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): DANIEL DEWINE

Title: _____

Company (if applicable): _____

Mailing address: 1318 MARYLAND AVE

City: SPRINGFIELD State: OHIO ZIP: 45505

Telephone: (937) 605-3132 FAX: () _____

Email ddewine@springfieldohio.gov

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

Name of Owner (title holder): _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

C. Additional Information

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

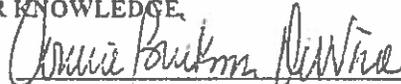
If "yes," list names of all parties involved:

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

DANIEL E. DEWINE

Typed or printed name and title of applicant

Connie Brickman DeWine

Typed or printed name of co-applicant

State of OHIO County of CLARK

The foregoing application is acknowledged before me this 30th day of JUNE, 2016, by DANIEL E. DEWINE

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

produced H.M. SEBASTIAN as identification

NOTARY SEAL

Signature of Notary Public





Michael P. Hill, Sr.
Notary Public, State of Ohio
My Commission Expires
June 18, 2017



CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION
Right-of-Way Vacation Application

Date 06-12-16

Applicant Name: DAN & CONNIE DEWINE

Phone: (937) 605-3132

Address: 1318 MARYLAND AVE. SPFLD, OH 45505

Please include the following Exhibits:

The undersigned petitions to vacate the right-of-way as is described in Exhibit A.

Exhibit A

A plot plan is to be attached which indicates the right-of-way to be vacated, the adjoining properties, and their owners.

Exhibit B

Two (2) sets of mailing labels with the names and tax mailing addresses of all property owners within 200 feet of the petitioned right of way 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.

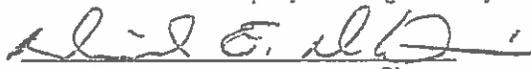
Exhibit C

State the reason for the requested right-of-way vacation. (These statements will be considered by the Planning Staff, the City Planning Board, and the City Commission as the request is reviewed.) This is to be attached and made a part of this petition.

Exhibit D

If required by the City Planning Board, a cross-access easement agreement would need to be signed by all affected neighbors prior to the City Commission Public Hearing.

I, the undersigned, depose and state that I am an interested party in the right-of-way involved in this petition.


Signature

Parcels_exported

PIN,OWNER1,ADDRESSUNI,TAXMAIL1,TAXMAIL2,TAXMAIL3,
 3400700028413004,CHURCH BAPTIST FIRST FREEWILL INC,GABLE ST REAR,P O BOX
 607,,SPRINGFIELD OH 45501
 3400700028310007,STEINBERGER RANDY G,1221 KENTON ST,405 GREENWAY DR,,FLORENCE SC
 29501
 3400700028310025,HORTON DALLAS L & THERESA A,825 PINE ST,825 PINE ST,,SPRINGFIELD OH
 45505
 3400700028310026,WOODRUFF RICHARD L,829 PINE ST,1186 DELTA RD,,SPRINGFIELD OH 45505
 3400700028310027,BRESLIN KEITH,837 PINE ST,837 PINE ST,,SPRINGFIELD OH 45505
 3400700028310045,CRAYCRAFT LYNA J,901 PINE ST,901 PINE ST,,SPRINGFIELD OH 45505
 3400700028413001,BOHON THOMAS E,1355 MARYLAND AVE,1355 MARYLAND AVE,,SPRINGFIELD OH
 45505
 34007000283111001,SPRINGFIELD FELLOWSHIP CLUB INC,1303 KENTON ST,,,
 3400700028311002,CAIN LARRY,1311 KENTON ST,4944 HILLIARD OAKS CT,,HILLIARD OH 43026
 3400700028311003,CONYERS ANNETTE B,1313-1315 KENTON ST,1317 KENTON ST,,SPRINGFIELD
 OH 45505
 3400700028311004,CONYERS JIMMIE JR & ANNETTE B,1317 KENTON ST,1317 KENTON
 ST,,SPRINGFIELD OH 45505
 3400700028311005,MC NEIL THOMAS E & NANCY C,1319 KENTON ST,1319 KENTON
 ST,,SPRINGFIELD OH 45505
 3400700028311006,HALSTEAD JUDY A,1321 KENTON ST,1321 KENTON ST,,SPRINGFIELD OH 45505
 3400700028311007,MC NUTT MICHAEL S & DEBORAH J,821 LAFAYETTE AVE,821 LAFAYETTE
 AVE,,SPRINGFIELD OH 45505
 3400700028311008,MARTZ ALBERT A JR,836 PINE ST,836 PINE ST,,SPRINGFIELD OH 45505
 3400700028311009,CARRINGTON MORTGAGE SERVICES LLC,1308 MARYLAND AVE,1600 S DOUGLAS
 RD STE 200-A,,ANAHEIM CA 92806
 3400700028311010,CLARK COUNTY LAND REUTILIZATION CORP,1314 MARYLAND AV,3130 E MAIN
 ST SUITE 1A,,SPRINGFIELD OH 45505
 3400700028311011,DE WINE CONNIE M BRICKMAN & DANIEL,1318 MARYLAND AVE,1318 MARYLAND
 AVE,,SPRINGFIELD OH 45505
 3400700028311012,BISHOP BLAZE & JESSICA GORDON,1322-1324 MARYLAND AV,1322 MARYLAND
 AVE,,SPRINGFIELD OH 45505
 3400700028311013,HUGHES JAMES R II,1328 MARYLAND AVE,1328 MARYLAND AVE,,SPRINGFIELD
 OH 45505
 3400700028312001,HOPKINS DONNA R,MARYLAND AV,904 PINE ST,,SPRINGFIELD OH 45505
 3400700028312002,HOPKINS DONNA R,904 PINE ST,904 PINE ST,,SPRINGFIELD OH 45505
 3400700028312003,CLARK DARLENE S & EUGENE A,906 PINE ST,906 PINE ST,,SPRINGFIELD OH
 45505
 3400700028312004,OH SEVEN LLC,908 PINE ST,PO BOX 488,,COLUMBIA SC 29202
 3400700028312018,SHARP DEVVAN C,1325 MARYLAND AVE,1325 MARYLAND AVE,,SPRINGFIELD OH
 45505
 3400700028312019,SHARP DEVVAN C,911 LAFAYETTE AV,1325 MARYLAND AVE,,SPRINGFIELD OH
 45505
 3400700028312020,SHARP DEVVAN C,LAFAYETTE AV,1325 MARYLAND AVE,,SPRINGFIELD OH 45505
 3400700028312021,FUNK SUE A,917 LAFAYETTE AVE,917 LAFAYETTE AVE,,SPRINGFIELD OH
 45505
 3400700028312022,BLAIR CLINTON M & TONYA L ELIAS,921 LAFAYETTE AVE,921 LAFAYETTE
 AVE,,SPRINGFIELD OH 45505
 3400700028315030,CHURCH BAPTIST FIRST FREEWILL INC,LAFAYETTE AV,P O BOX
 607,,SPRINGFIELD OH 45501
 3400700028409001,MC MAHAN HOPE & CHRIS,1403 KENTON ST,PO BOX 86,,WILLIAMSFIELD OH
 44093
 3400700028409008,LAYWELL APRIL G,822 LAFAYETTE AVE,822 LAFAYETTE AVE,,SPRINGFIELD OH
 45505
 3400700028409009,MAYNARD JACK A & MARY R,828 LAFAYETTE AVE,771 E SOUTHERN
 AVE,,SPRINGFIELD OH 45505
 3400700028409010,HOUSING CONNECTION OF CLARK COUNTY INC,1360-1362 MARYLAND AV,2160
 OLD SELMA RD,,SPRINGFIELD OH 45505

Clark County GIS



Dan & Connie DeWine
1318 Maryland Ave.
Springfield, Ohio 45505

June 30, 2016

City of Springfield
Community Development
Planning & Zoning Division

To Whom It May Concern,

For at least the past six years we have been taking care of the yard upkeep on the property located at 1312-1314 Maryland Ave. since the structure has been vacant, we have also been in contact with the City of Springfield and recently Clark County Land Bank about acquiring the property since the structure has been torn down. We were instructed that we could acquire the property if we were able to vacate the north/south alley which separates the two properties. At this time we are submitting an application for right-of-way vacation of the north/south alley. Our plan is to leave the lot vacant, and combine the two properties.

Contact # (937) 605-3132

Respectfully,



Theresa & Dallas Horton
825 Pine St.
Springfield, Ohio 45505

Theresa & Dallas Horton
825 Pine St.
Springfield, Ohio 45505

Richard Woodruff
829 Pine St.
Springfield, Ohio 45505

Richard Woodruff
829 Pine St.
Springfield, Ohio 45505

Keith Breslin
837 Pine St.
Springfield, Ohio 45505

Keith Breslin
837 Pine St.
Springfield, Ohio 45505

Lyna Craycraft
901 Pine St.
Springfield, Ohio 45505

Lyna Craycraft
901 Pine St.
Springfield, Ohio 45505

Thomas Bohon
1355 Maryland Ave.
Springfield, Ohio 45505

Thomas Bohon
1355 Maryland Ave.
Springfield, Ohio 45505

Springfield Fellowship Club
1303 Kenton St.
Springfield, Ohio 45505

Springfield Fellowship Club
1303 Kenton St.
Springfield, Ohio 45505

Larry Cain
1311 Kenton St.
Springfield, Ohio 45505

Larry Cain
1311 Kenton St.
Springfield, Ohio 45505

Jimmie Jr. & Annette Conyers
1317 Kenton St.
Springfield, Ohio 45505

Jimmie Jr. & Annette Conyers
1317 Kenton St.
Springfield, Ohio 45505

Thomas & Nancy McNeil
1319 Kenton St.
Springfield, Ohio 45505

Thomas & Nancy McNeil
1319 Kenton St.
Springfield, Ohio 45505

Judy Halstead
1321 Kenton St.
Springfield, Ohio 45505

Judy Halstead
1321 Kenton St.
Springfield, Ohio 45505

James Hughes II
1328 Maryland Ave.
Springfield, Ohio 45505

James Hughes II
1328 Maryland Ave.
Springfield, Ohio 45505

Donna Hopkins
904 Pine St.
Springfield, Ohio 45505

Donna Hopkins
904 Pine St.
Springfield, Ohio 45505

Eugene & Darlene Clark
906 Pine St.
Springfield, Ohio 45505

Eugene & Darlene Clark
906 Pine St.
Springfield, Ohio 45505

OH Seven LLC
P.O. Box 488
Columbia S C. 29202

OH Seven LL
P.O. Box 488
Columbia, S.C. 29202

Devan Sharp
911 Lafayette Ave.
Springfield, Ohio 45505

Devan Sharp
911 Lafayette Ave.
Springfield, Ohio 45505

April Laywell
822 Lafayette Ave.
Springfield, Ohio 45505

April Laywell
822 Lafayette Ave.
Springfield, Ohio 45505

Jack & Mary Maynard
828 Lafayette Ave.
Springfield, Ohio 45505

Jack & Mary Maynard
828 Lafayette Ave.
Springfield, Ohio 45505

Housing Connection
Clark County
2160 Old Selma Rd.
Springfield, Ohio 45505

Housing Connection
Clark County
2160 Old Selma Rd.
Springfield, Ohio 45505

Randy Steinberger
1221 Kenton St.
Springfield, Ohio 45505

Randy Steinberger
1221 Kenton St.
Springfield, Ohio 45505

Sue Funk
917 Lafayette Ave.
Springfield, Ohio 45505

Sue Funk
917 Lafayette Ave.
Springfield, Ohio 45505

Clinton & Tonya Blair
921 Lafayette Ave.
Springfield, Ohio 45505

Clinton & Tonya Blair
921 Lafayette Ave.
Springfield, Ohio 45505

First Freewill Baptist Church
P.O. Box 607
Springfield, Ohio 45501

First Freewill Baptist Church
P.O. Box 607
Springfield, Ohio 45501

Chris & Hope McMahan
1403 Kenton St.
Springfield, Ohio 45505

Chris & Hope McMahan
1403 Kenton St.
Springfield, Ohio 45505

Devan Sharp
1325 Maryland Ave.
Springfield, Ohio 45505

Devan Sharp
1325 Maryland Ave.
Springfield, Ohio 45505

ABBREVIATED PUBLICATION

First Notice

NOTICE OF PUBLIC HEARING PROPOSED RIGHT-OF-WAY VACATION

Notice is hereby given that on June 30, 2016, Daniel DeWine, owner of 1318 Maryland Ave., filed with the Clerk of the City Commission of The City of Springfield, Ohio, a certain petition praying for the vacation of the first alley east of Pine Street from Maryland Avenue north 150 feet to an intersecting east-west alley.

Notice is hereby further given that a Public Hearing will be held on Tuesday, September 13, 2016, at 6:45 p.m. (local time), in the City Commission Forum, City Hall, 76 East High Street, Springfield, Ohio, to consider the vacation of said right-of-way.

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

Connie J. Chappell

Clerk of the City Commission

NEWS-SUN: Monday, August 15, 2016

Second Notice

NOTICE OF PUBLIC HEARING PROPOSED RIGHT-OF-WAY VACATION

Notice is hereby given that a Public Hearing will be held on Tuesday, September 13, 2016, at 6:45 p.m. (local time), in the City Commission Forum, City Hall, 76 East High Street, Springfield, Ohio, to consider the vacation of the first alley east of Pine Street from Maryland Avenue north 150 feet to an intersecting east-west alley.

This notice has been published on the State of Ohio public notice website at www.publicnoticesohio.com and can also be viewed at www.springfieldnewssun.com.

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

Connie J. Chappell

Clerk of the City Commission

Stephen Thompson, Planning, Zoning and Code Administrator, City of Springfield, Ohio
76 East High Street, 937-324-7674, sthompson@springfieldohio.gov

NEWS-SUN: Monday, August 22, 2016



MOTION SHEET

DATE: August 9, 2016
TO: City Commission
FROM: City Planning Board

Sept. 13, 2016
6:50 pm

SUBJECT: RIGHT-OF-WAY ALLEY VACATION RESIDENTIAL 16-RW-04

REQUEST: To vacate the first alley west of N Western Avenue from 156' north of Broadway Street north 140' to the terminus.

RECOMMENDED ACTION: 14 Day Ordinance

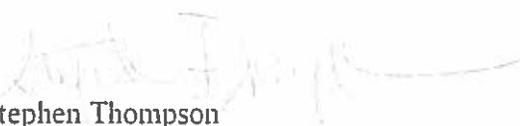
The following motion was made at the regular August 8, 2016 City Planning Board meeting:

MOTION: Motion by Mr. Smith to approve the request to vacate the first alley west of N Western Avenue from 156' north of Broadway Street north 140' to the terminus. Seconded by Ms. Anderson.

VOTE: YEAS: None NAYS: Ms. George, Mr. Smith, Ms. Anderson, Ms. Lewis-Campbell, Mr. Harris, Mr. Shankar and Ms. Roberge Motion denied.

cc: Tom Franzen
Connie Chappell

Respectfully submitte


Stephen Thompson
Planning Zoning and Code Administrator

Attachments:

- 1. Staff Report
- 2. Application and Attachments

STAFF REPORT

TO: City Planning Board

DATE: August 3, 2016

PREPARED BY: Stephen Thompson

SUBJECT: Right-of-Way Vacation #16-RW-04

GENERAL INFORMATION:

Applicant: Judith Jones, 415 N Western Ave., Springfield, OH 45504

Requested Action: Request to vacate: the first alley west of N Western Avenue from 156' north of Broadway Street north 140' to the terminus.

Petitioner's Comments: See attached Exhibit C

Adjoining Property Owners: See attached Exhibit B

File Date: July 7, 2016

RETURNED REPORTS:

Columbia Gas: No Objections

Time Warner: No Objections

AT&T: No Objections; reserve easement rights

Ohio Edison: No Objections; reserve easement rights

Service Dept: No Objections

City Engineer: No Objections

Fire Division: No Objections

Police Division: No Objections

Planning and Development: No Objections

STAFF RECOMMENDATION:

Approval of the request to vacate the first alley west of N Western Avenue from 156' north of

Broadway Street north 140' to the terminus.

ATTACHMENTS:

1. Vicinity map
2. Petition with petitioner's comments

APPROVED

Clark County Tax Map

AUG 01 2016

- Legal Description
- Survey Plat / Lotsplit
- Subdivision / Annexation

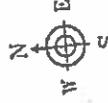
THE INFORMATION SHOWN HEREON WAS DERIVED FROM RECORDS AT THE CLARK COUNTY, OHIO TAX MAP DEPARTMENT AND THE CLARK COUNTY, OHIO RECORDER'S OFFICE AND IS NOT THE RESULT OF A FIELD SURVEY.

THE VACATED RIGHT-OF-WAY SHALL BE DIVIDED ALONG THE CENTERLINE OF THE VACATED RIGHT-OF-WAY TO THE ADJOINING PROPERTIES. THE AREA OF VACATED RIGHT-OF-WAY TO BE ADDED TO EACH PARCEL IS SHOWN ON THE MAP.

THIS MAP WAS PREPARED UNDER THE SUPERVISION OF MARK T. SCHOLL, P.E. - OHIO REG. NO. 9599.



TO BE VACATED



SCALE: 1 INCH = 30 FEET
 0 15 30 45 60

RIGHT OF WAY VACATION

FIRST ALLEY WEST OF NORTH WESTERN AVENUE FROM 156 FEET NORTH OF BROADWAY STREET NORTH 140 FEET TO THE TERRACE

SEC. 5, T. 4, R. 9 B.M.R.S.
 CITY OF SPRINGFIELD
 CLARK COUNTY, OHIO
 AUGUST 1, 2016

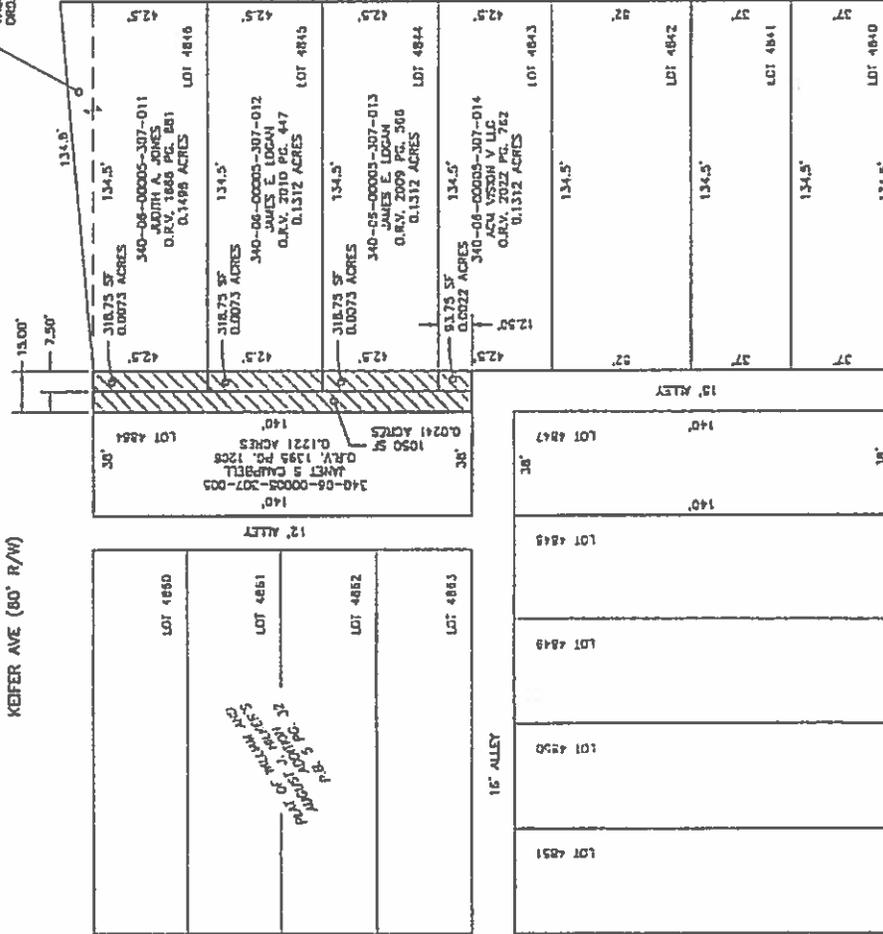
MARK T. SCHOLL, P.E. 6569

CITY OF SPRINGFIELD, OHIO
 ENGINEERING DEPARTMENT
 78 EAST HIGH STREET
 SPRINGFIELD, OHIO 43002

TEL: (614)741-4125

A491

VACATED R/W
 ORD. NO. 83-12



NORTH WESTERN AVE (60' R/W)

KEEFER AVE (80' R/W)

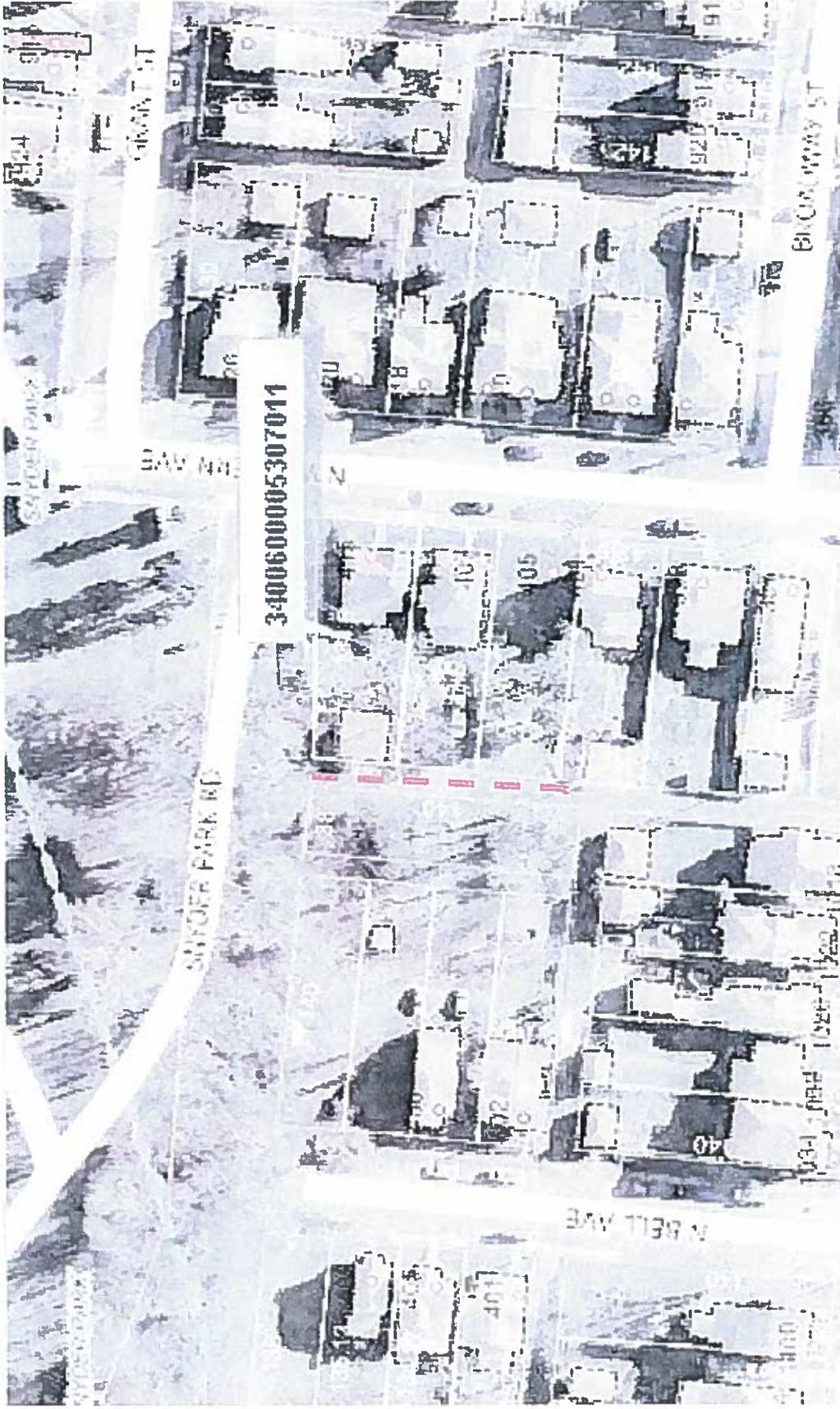
NORTH BELL AVE (60' R/W)

15' ALLEY

16' ALLEY

BROADWAY ST (80' R/W)

PART OF VACATED R/W
 156 FEET NORTH OF BROADWAY ST



Right of Way Vacation Case # 16-RW-04

Request to vacate the first alley west of N Western Avenue from 156' north of Broadway Street north 140' to the terminus.



FOR PLANNING USE ONLY

Case #: 16-ZW-04

Date Received: 7/7/16

Received by: ST

Application Fee: \$ 90

Review Type:

Admin CPB BZA

A. PROJECT General Application

1. Project Name: CLOSE ALLEY

2. Application Type & Project Description (attach additional information, if necessary):
CLOSE ALLEY - PEOPLE HAVE BEEN USING TO DUMP
TIRES, FURNITURE

3. Address of Subject Property:
415 N. WESTERN AVE

4. Parcel ID Number(s):
340-06-00005-307-011

5. Full legal description attached? yes no

6. Size of subject property: _____

7. Existing Use of Property:
ALLEY

8. Existing Zoning of Property:
PRIVATE

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): JUDITH A. JONES

Title: OWNER

Company (if applicable): _____

Mailing address: _____

City: _____ State: _____ ZIP: _____

Telephone: () _____ FAX: () _____

Email _____

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

Name of Owner (title holder): _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

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.

Judith A. Jones
Signature of Applicant

Signature of Co-applicant

JUDITH A. JONES
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 7th day of July, 2016, by Judith A

Jones, who is/are personally known to me, or who has/have produced DRIVERS license as identification.

NOTARY SEAL _____

Signature of Notary Public, State of OHIO

Lisa M. Williams - Notary



State of Ohio
Notary Public
LISA M. WILLIAMS
My Commission Expires 05/12/18



CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION
Right-of-Way Vacation Application

Date _____

Applicant Name: JUDITH A. JONES

Phone: 937-717-3015

Address: 415 N. WESTERN AVE

Please include the following Exhibits:

The undersigned petitions to vacate the right-of-way as is described in Exhibit A.

Exhibit A

A plot plan is to be attached which indicates the right-of-way to be vacated, the adjoining properties, and their owners.

Exhibit B

Two (2) sets of mailing labels with the names and tax mailing addresses of all property owners within 200 feet of the petitioned right of way 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.

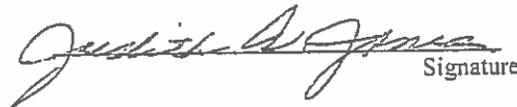
Exhibit C

State the reason for the requested right-of-way vacation. (These statements will be considered by the Planning Staff, the City Planning Board, and the City Commission as the request is reviewed.) This is to be attached and made a part of this petition.

Exhibit D

If required by the City Planning Board, a cross-access easement agreement would need to be signed by all affected neighbors prior to the City Commission Public Hearing.

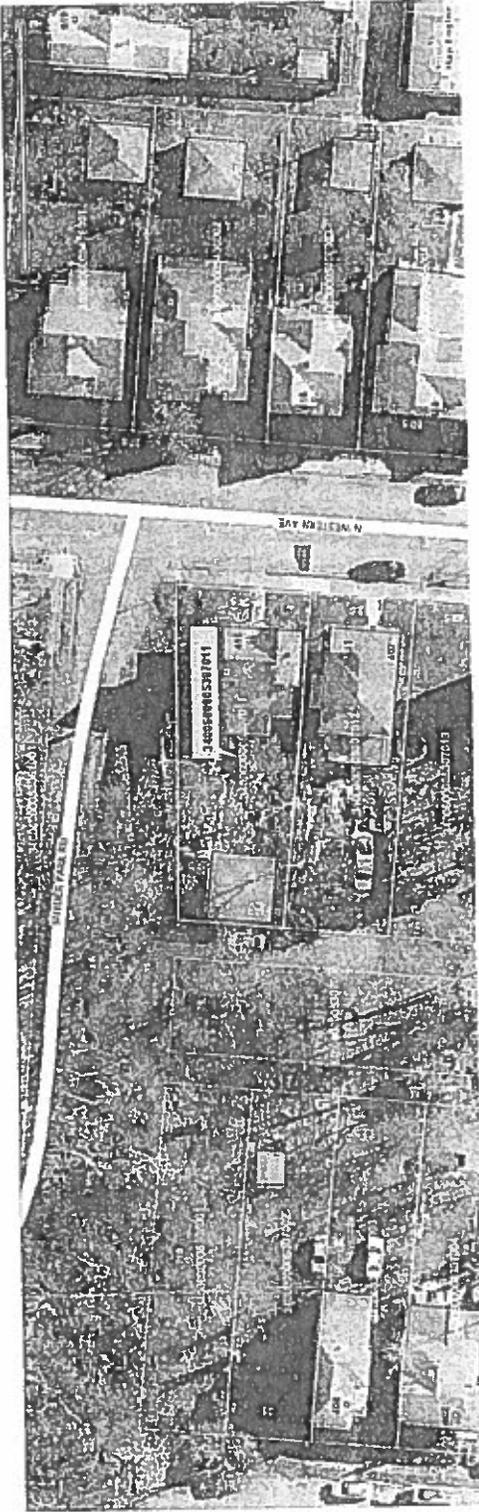
I, the undersigned, depose and state that I am an interested party in the right-of-way involved in this petition.


Signature

Map

Parcel Zones Base Infr. City

- Parcels &
- Parcel Dimensions
- Parcel Acreage
- Lot Numbers
- Block Numbers
- Addresses
- Land Use
- Survey Search
- Benchmarks
- GPS Points



Selection

Parcel (Click to view data)

Zoom to

3400933530011

1 feature(s) selected

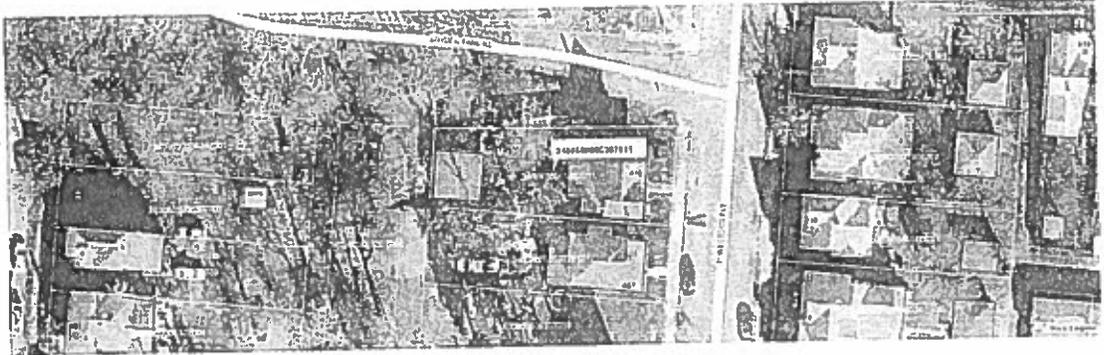
Address
4134 W WESTERN AVE

Owner
JONES JEDITH A

Map

Parcel Zoned Base Infr. City

- Parcel ID
- Parcel Dimensions
- Parcel Acreage
- Lot Numbers
- Block Numbers
- Addresses
- Land Use
- Survey Search
- Benchmarks
- GPS Points



Section

Parcel (Click to view Data)

Owner

JONES A.D.P.H.A

Address

415 N WESTERN AVE

Zoom to
1 mile (0.160934 km)

REAL ESTATE TAX: TAX YEAR 2015

PROPERTY ADDRESS: 405 -407 N WESTERN AVE	STUB # 52662	PAGE 18129/3 LINE 3
 <p>JAMES E LOGAN 6 67 411 N WESTERN AVE SPRINGFIELD OH 45504-2435</p>  	PARCEL ID: 340-06-00005-307-013	
	TAX DISTRICT: SPRINGFIELD CORP. SCSD	
	OWNER NAME: (January 1) LOGAN JAMES E	
	LEGAL DESCRIPTION: HILKER ALL / 4844	

TAX RATES		MARKET VALUE			CURRENT TAXES	
EFFECTIVE TAX RATE	65.210263	Land	Building	Total	Gross Real Estate Taxes Tax Reduction Subtotal Non Business Credit Current Net Real Estate Taxes Current Net Taxes & Asmts (Year) Current Net Taxes & Asmts (Half) Penalties	
GROSS TAX RATE	89.160000	4,930	0	4,930		
NON-BUSINESS CREDIT ROLLBACK FACTOR: 0.100000	OWNER OCCUPANCY CREDIT ROLLBACK FACTOR: 0.025000	TAXABLE VALUE				
HMSTD RED VALUE CLASSIFICATION	R 500	Land	Building	Total		
ACRES	0.0000	1,730	0	1,730		
DISTRIBUTION		HOMESTEAD	CAUV Value	TIF		
Clark County Springfield Csd Springfield Clark County Jvsd Springfield City Clark County Health & Library Levy		SPECIAL ASSESSMENT				
		PROJ # AND DESCRIPTION	DELINQUENT	CURRENT		
		TOTAL				
		LAST DAY TO PAY WITHOUT PENALTY			PAYMENTS/CREDITS	
		07/08/2016			TOTAL REAL ESTATE TAX DUE	

- Parcels of
- Parcel Dimensions
- Parcel Acreage
- Lot Numbers
- Block Numbers
- Addresses
- Land Use
- Survey Search
- Benchmarks
- GPS Points



Section: [blank]
Parcel: [blank]
Address: [blank]

David
7/5/14

Judith Jones
415 N Western Ave.
Springfield, OH 45504

James Logan
411 N Western Ave.
Springfield, OH 45504

ACM Vision V LLC
PO Box 488
Columbia, SC 29202

Lawrence Perry
359 Western Ave.
Springfield, Ohio 45504

Laure Beireis
357 N Western Ave.
Springfield, Ohio 45504

Paul Profeta
PO Box 2622
Springfield, OH 45501

Janet Campbell
700 E Mc Creight Ave. Apt 314
Springfield, OH 45503

Erika Lopez
1830 Charles St.
Springfield, OH 45505

David Shaffer
1034 Broadway St.
Springfield, OH 45504

Jocelyn Perdue
PO Box 88
South Vienna, OH 45369

Leslye M Call
1026 Broadway St.
Springfield, Ohio 45504

Melvin & Marion Buck
6633 New Carlisle Pk.
Springfield, OH 45504

Singh Properties
325 W Columbia St.
Springfield, Ohio 45504

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6633 New Carlisle Pk.
Springfield, OH 45504

Singh Properties
325 W Columbia St.
Springfield, Ohio 45504

ABBREVIATED PUBLICATION

First Notice

NOTICE OF PUBLIC HEARING PROPOSED RIGHT-OF-WAY VACATION

Notice is hereby given that on July 7, 2016, Judith Jones, owner of 415 North Western Ave., filed with the Clerk of the City Commission of The City of Springfield, Ohio, a certain petition praying for the vacation of the first alley west of North Western Avenue from 156 feet north of Broadway Street north 140 feet to the terminus.

Notice is hereby further given that a Public Hearing will be held on Tuesday, September 13, 2016, at 6:50 p.m. (local time), in the City Commission Forum, City Hall, 76 East High Street, Springfield, Ohio, to consider the vacation of said right-of-way.

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

Connie J. Chappell

Clerk of the City Commission

NEWS-SUN: Monday, August 15, 2016

Second Notice

NOTICE OF PUBLIC HEARING PROPOSED RIGHT-OF-WAY VACATION

Notice is hereby given that a Public Hearing will be held on Tuesday, September 13, 2016, at 6:50 p.m. (local time), in the City Commission Forum, City Hall, 76 East High Street, Springfield, Ohio, to consider the vacation of the first alley west of North Western Avenue from 156 feet north of Broadway Street north 140 feet to the terminus.

This notice has been published on the State of Ohio public notice website at www.publicnoticesohio.com and can also be viewed at www.springfieldnewssun.com.

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

Connie J. Chappell

Clerk of the City Commission

Stephen Thompson, Planning, Zoning and Code Administrator, City of Springfield, Ohio
76 East High Street, 937-324-7674, sthompson@springfieldohio.gov

NEWS-SUN: Monday, August 22, 2016



MOTION SHEET

DATE: August 9, 2016
TO: City Commission
FROM: City Planning Board

Sept. 13, 2016
6:55 pm

SUBJECT: RIGHT-OF-WAY ALLEY VACATION RESIDENTIAL 16-RW-05

REQUEST: To vacate the first alley east of Eden Avenue from W Pleasant St south to the first intersecting east-west alley.

RECOMMENDED ACTION: 14 Day Ordinance

The following motion was made at the regular August 8, 2016 City Planning Board meeting:

MOTION: Motion by Mr. Shankar to approve the request to vacate the first alley east of Eden Avenue from W Pleasant St south to the first intersecting east-west alley. Seconded by Mr. Smith.

VOTE: YEAS: Ms. George, Mr. Smith, Ms. Anderson, Ms. Lewis-Campbell, Mr. Harris, Mr. Shankar and Ms. Roberge NAYS: None 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: August 3, 2016

PREPARED BY: Stephen Thompson

SUBJECT: Right-of-Way Vacation #16-RW-05

GENERAL INFORMATION:

Applicant: LeRoi Sengstock, 1121 W Pleasant St., Springfield, OH
45506

Requested Action: Request to vacate: the first alley east of Eden Avenue from
W Pleasant St south to the first intersecting east-west alley.

Petitioner's Comments: See attached Exhibit C

Adjoining Property Owners: See attached Exhibit B

File Date: July 8, 2016

RETURNED REPORTS:

Columbia Gas: No Objections

Time Warner: No Objections

AT&T: No Objections

Ohio Edison: No Objections

Service Dept: No Objections

City Engineer: No Objections

Fire Division: No Objections

Police Division: No Objections

Planning and Development: No Objections

STAFF RECOMMENDATION:

Approval of the request to vacate the first alley east of Eden Avenue from W Pleasant St south to

the first intersecting east-west alley.

ATTACHMENTS:

1. Vicinity map
2. Petition with petitioner's comments



Right of Way Vacation Case # 16-RW-05

Request to vacate the first alley east of Eden Avenue from W Pleasant St south to the first intersecting east-west alley.



Planning & Zoning

FOR PLANNING USE ONLY	
Case #:	<u>16-RW-05</u>
Date Received:	<u>7/8/16</u>
Received by:	<u>ST</u>
Application Fee:	<u>\$ 40</u>
Review Type:	<input type="checkbox"/> Admin <input checked="" type="checkbox"/> PCPB <input type="checkbox"/> BZA

A. PROJECT General Application

1. Project Name: Sengstock Alley Vacate

2. Application Type & Project Description (attach additional information, if necessary):
Vacate Alley way Application

3. Address of Subject Property:
Next to 1121 W. Pleasant St. Springfield OH 45506

4. Parcel ID Number(s):

5. Full legal description attached? yes no

6. Size of subject property:

7. Existing Use of Property:
Personal Vehicle parking.

8. Existing Zoning of Property:

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): LeRoi Sengstock

Title: Property Owner

Company (if applicable): N/A

Mailing address: 1121 W. Pleasant St.

City: Springfield State: OH ZIP: 45506

Telephone: 710 837-6113 FAX: ()

Email: Bruceleroi83@Hotmail.com

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

Name of Owner (title holder): _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

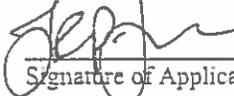
C. Additional Information

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

LeROI Sengstock
Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of OHIO County of Clerk

The foregoing application is acknowledged before me this 8th day of July, 2016, by

LeROI Sengstock, who is/are personally known to me, or who has/have produced OH Drivers License as identification.

NOTARY SEAL Joni Michelle Hagia



Joni Michelle Hagia
Notary Public, State of Ohio
My Commission Expires 9-11-18

Signature of Notary Public. State of OH



CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION
Right-of-Way Vacation Application

Date 7/8/16

Applicant Name: LeRo: Sengstock

Phone: 740-837-6113

Address: 1121 W. Pleasant St. Springfield, OH 45506

Please include the following Exhibits:

The undersigned petitions to vacate the right-of-way as is described in Exhibit A.

Exhibit A

A plot plan is to be attached which indicates the right-of-way to be vacated, the adjoining properties, and their owners.

Exhibit B

Two (2) sets of mailing labels with the names and tax mailing addresses of all property owners within 200 feet of the petitioned right of way 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.

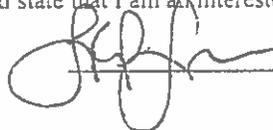
Exhibit C

State the reason for the requested right-of-way vacation. (These statements will be considered by the Planning Staff, the City Planning Board, and the City Commission as the request is reviewed.) This is to be attached and made a part of this petition.

Exhibit D

If required by the City Planning Board, a cross-access easement agreement would need to be signed by all affected neighbors prior to the City Commission Public Hearing.

I, the undersigned, depose and state that I am an interested party in the right-of-way involved in this petition.



Signature



Clark County GIS

Parcels_exported

PIN,OWNER1,ADDRESSUNI,TAXMAIL1,TAXMAIL2,TAXMAIL3,
3400600004119008,BOSTICK JONATHAN M & SARAH N,1130 W PLEASANT ST,1130 W PLEASANT
ST,,SPRINGFIELD OH 45506
3400600004119009,PEARSON DEMETRIUS M & SHANNON A,1124 W PLEASANT ST,1124 W PLEASANT
ST,,SPRINGFIELD OH 45506
3400600004119013,STRIPLIN LEOLA DELOIS & DEBORAH L,1102 W PLEASANT ST,1102 W
PLEASANT ST,,SPRINGFIELD OH 45506
3400600004119014,STRIPLIN LEOLA DELOIS & DEBORAH L,1102 W PLEASANT ST,1102 W
PLEASANT ST,,SPRINGFIELD OH 45506
3400600004119017,LUSTER NINA S,1112 W PLEASANT ST,1112 W PLEASANT ST,,SPRINGFIELD OH
45506
3400600004119018,WHITAKER ROBERT L & MARSHA D,1122 W PLEASANT ST,1122 W PLEASANT
ST,,SPRINGFIELD OH 45506
34006000044001013,CITY OF SPRINGFIELD OHIO THE,WESTERN AV,,,
3400600004118030,BOSWELL TAMMY A,1202-1204 W PLEASANT ST,1202 W PLEASANT
ST,,SPRINGFIELD OH 45506
3400600004124013,HOME CITY FEDERAL SAVINGS BANK,1201 W PLEASANT ST,2454 N LIMESTONE
ST,,SPRINGFIELD OH 45503
3400600004125001,HALL LARRY P SR,1129 W PLEASANT ST,1129 W PLEASANT ST,,SPRINGFIELD
OH 45506
3400600004125002,ROBINSON NATHAN L & LINDA M,1125 W PLEASANT ST,1125 PLEASANT ST
W,,SPRINGFIELD OH 45506
3400600004125003,SENGSTOCK LEROY P,1121 W PLEASANT ST,1121 W PLEASANT
ST,,SPRINGFIELD OH 45506
3400600004125004,SENGSTOCK LEROI P,1115 W PLEASANT ST,1121 W PLEASANT
ST,,SPRINGFIELD OH 45506
3400600004125005,MC NEIL WALTER E,1109 W PLEASANT ST,1109 W PLEASANT ST,,SPRINGFIELD
OH 45506
3400600004125006,EBLIN NORMA R,1105 W PLEASANT ST,1105 W PLEASANT ST,,SPRINGFIELD OH
45506
3400600004125007,DYKES DOLLY & GORDON,1101 W PLEASANT ST,1101 W PLEASANT
ST,,SPRINGFIELD OH 45506
34006000041251008,CITY OF SPRINGFIELD OHIO THE,WESTERN AV,,,

Jonathan Bostick
1130 W. Pleasant St.
Springfield, Ohio 45506

Demetrius Pearson
1124 W. Pleasant St.
Springfield, Ohio 45506

Leola Delois Striplin
1102 W. Pleasant St.
Springfield, Ohio 45506

Nina Luster
1112 W. Pleasant St.
Springfield, Ohio 45506

Robert Whitaker
1122 W. Pleasant St.
Springfield, Ohio 45506

Tammy Boswell
1202 W. Pleasant St.
Springfield, Ohio 45506

Larry Hall
1129 W. Pleasant St.
Springfield, Ohio 45506

Nathan Robinson
1125 W. Pleasant St.
Springfield, Ohio 45506

Walter McNeil
1109 W. Pleasant St.
Springfield, Ohio 45506

Norma Eblin
1105 W. Pleasant St.
Springfield, Ohio 45506

Gordon Dykes
1101 W. Pleasant St.
Springfield, Ohio 45506

Home City Federal Savings Bank
1201 W. Pleasant St.
Springfield, Ohio 45506

LeRoi Sengstock
1121 W. Pleasant St.
Springfield, Oh 45506
7/8/16

City Planning Board
Springfield City
76 E High St.
Springfield, Oh 45502

Dear City of Springfield planning board:

I would like to submit the included application for consideration for the following request. I would like to vacate and assume ownership of the alley way between 1115 and 1121 West Pleasant Street in Springfield Ohio. I currently own both properties' mentioned above. I am currently the only citizen using this property. In which case it is used for off street parking for my personal vehicles. I have lived at this location for over 10 years. I appreciate your time and consideration for this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'LeRoi Sengstock', with a date '7/8/16' written below it.

LeRoi Sengstock

ABBREVIATED PUBLICATION

First Notice

NOTICE OF PUBLIC HEARING PROPOSED RIGHT-OF-WAY VACATION

Notice is hereby given that on July 8, 2016, LeRoi Sengstock, owner of 1121 West Pleasant St., filed with the Clerk of the City Commission of The City of Springfield, Ohio, a certain petition praying for the vacation of the first alley east of Eden Avenue from West Pleasant Street south to the first intersecting east-west alley.

Notice is hereby further given that a Public Hearing will be held on Tuesday, September 13, 2016, at 6:55 p.m. (local time), in the City Commission Forum, City Hall, 76 East High Street, Springfield, Ohio, to consider the vacation of said right-of-way.

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

Connie J. Chappell

Clerk of the City Commission

NEWS-SUN: Monday, August 15, 2016

Second Notice

NOTICE OF PUBLIC HEARING PROPOSED RIGHT-OF-WAY VACATION

Notice is hereby given that a Public Hearing will be held on Tuesday, September 13, 2016, at 6:55 p.m. (local time), in the City Commission Forum, City Hall, 76 East High Street, Springfield, Ohio, to consider the vacation of the first alley east of Eden Avenue from West Pleasant Street south to the first intersecting east-west alley.

This notice has been published on the State of Ohio public notice website at www.publicnoticesohio.com and can also be viewed at www.springfieldnewssun.com.

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

Connie J. Chappell

Clerk of the City Commission

Stephen Thompson, Planning, Zoning and Code Administrator, City of Springfield, Ohio
76 East High Street, 937-324-7674, sthompson@springfieldohio.gov

NEWS-SUN: Monday, August 22, 2016

AN ORDINANCE NO. _____

Vacating the first alley east of Pine Street from Maryland Avenue north 150 feet to an intersecting east-west alley.

...oooOOOooo...

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

Section 1. That the first alley east of Pine Street from Maryland Avenue north 150 feet to an intersecting east-west alley is hereby vacated.

Section 2. That the City hereby reserves unto itself all existing easements and rights with respect to any underground pipes or facilities within said right-of-way described in Section 1 hereof.

Section 3. As provided in Section 723.08 of the Ohio Revised Code, the rights-of-way and easements of any lot owner in and to said right-of-way shall not be impaired by the vacation thereof.

Section 4. That the Clerk of the City Commission shall file a certified copy of this Ordinance and the plat of survey with the County Auditor of Clark County, Ohio for transfer and with the County Recorder of Clark County, Ohio for recording.

Section 5. 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. _____

Vacating the first alley west of North Western Avenue from 156 feet north of Broadway Street north 140 feet to the terminus.

...oooOOOooo...

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

Section 1. That the first alley west of North Western Avenue from 156 feet north of Broadway Street north 140 feet to the terminus is hereby vacated.

Section 2. That the City hereby reserves unto itself all existing easements and rights with respect to any underground pipes or facilities within said right-of-way described in Section 1 hereof.

Section 3. As provided in Section 723.08 of the Ohio Revised Code, the rights-of-way and easements of any lot owner in and to said right-of-way shall not be impaired by the vacation thereof.

Section 4. That the Clerk of the City Commission shall file a certified copy of this Ordinance and the plat of survey with the County Auditor of Clark County, Ohio for transfer and with the County Recorder of Clark County, Ohio for recording.

Section 5. 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

APPROVED

Clark County Tax Map

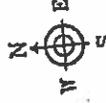
AUG 01 2016

- Legal Description
- Survey Plat / Lotsplit
- Subdivision / Annexation

THE INFORMATION SHOWN HEREON WAS DERIVED FROM RECORDS AT THE CLARK COUNTY, OHIO TAX MAP DEPARTMENT AND THE CLARK COUNTY, OHIO RECORDS OFFICE AND IS NOT THE RESULT OF A FIELD SURVEY.

THE VACATED RIGHT-OF-WAY SHALL BE DIVIDED ALONG THE CENTERLINE AND ONE HALF SHALL BE ATTACHED TO THE ADJOINING PROPERTIES. THE AREA OF VACATED RIGHT-OF-WAY TO BE ADDED TO EACH PARCEL IS SHOWN ON THE MAP.

THIS MAP WAS PREPARED UNDER THE SUPERVISION OF MARK T. SCHOLL, P.E. - OHIO REG. NO. 6889.



SCALE: 1 INCH = 30 FEET

RIGHT OF WAY VACATION

FIRST ALLEY WEST OF NORTH WESTERN AVENUE FROM 156 FEET NORTH OF BROADWAY STREET NORTH 140 FEET TO THE TEBORGUS

REC. 5, 1, 4, R. 9 614.R.5
 CITY OF SPRINGFIELD
 CLARK COUNTY, OHIO
 AUGUST 1, 2016

MARK T. SCHOLL, P.E. 6889
 CITY OF SPRINGFIELD, OHIO
 ENGINEERING DEPARTMENT
 78 EAST HIGH STREET
 SPRINGFIELD, OHIO 45502

FILE DESIGN/VACATION/481216

A491

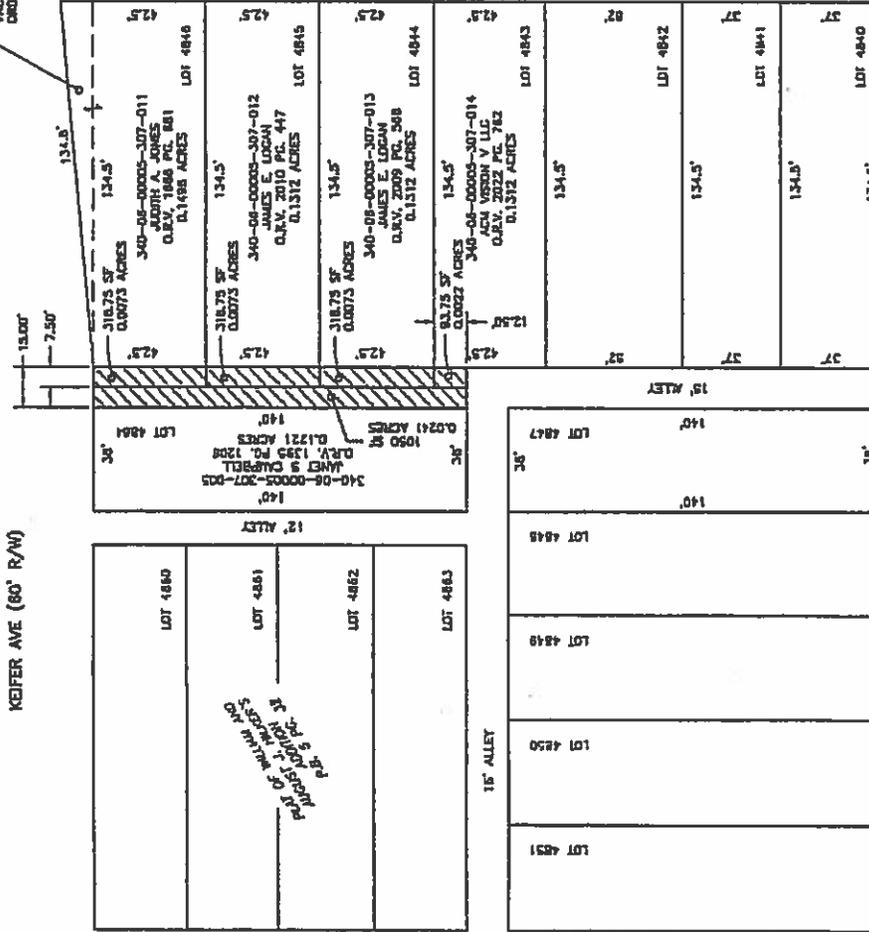
VACATED R/W
 ORD. NO. 63-12

NORTH WESTERN AVE (60' R/W)

KEIFER AVE (80' R/W)

NORTH BELL AVE (60' R/W)

BROADWAY ST (80' R/W)



AN ORDINANCE NO. _____

Vacating the first alley east of Eden Avenue from West Pleasant Street south to the first intersecting east-west alley.

...oooOOOooo...

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

Section 1. That the first alley east of Eden Avenue from West Pleasant Street south to the first intersecting east-west alley is hereby vacated.

Section 2. That the City hereby reserves unto itself all existing easements and rights with respect to any underground pipes or facilities within said right-of-way described in Section 1 hereof.

Section 3. As provided in Section 723.08 of the Ohio Revised Code, the rights-of-way and easements of any lot owner in and to said right-of-way shall not be impaired by the vacation thereof.

Section 4. That the Clerk of the City Commission shall file a certified copy of this Ordinance and the plat of survey with the County Auditor of Clark County, Ohio for transfer and with the County Recorder of Clark County, Ohio for recording.

Section 5. 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)

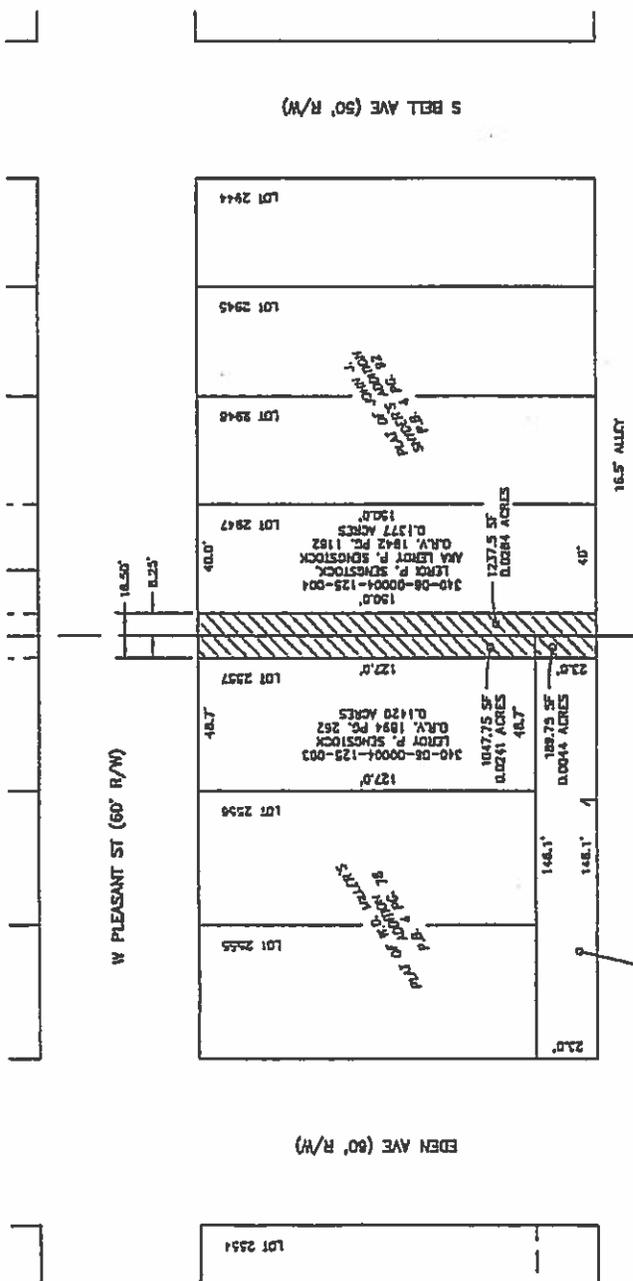
I do hereby certify that the foregoing Ordinance No. _____ was
duly published in the Springfield News-Sun on _____,
2016.

CLERK OF THE CITY COMMISSION

APPROVED
Clark County Tax Map

JUL 21 2016

- Legal Description
- Survey Plat / Lotsplit
- Subdivision / Annexation



340-08-00004-125-1008
THE CITY OF SPRINGFIELD, OHIO
D.V. 867 PG. 443 TRACT B
3.83 ACRES

RIGHT OF WAY VACATION
FIRST ALLEY EAST OF EDEN AVENUE FROM WEST PLEASANT STREET SOUTH TO THE FIRST INTERSECTING EAST-WEST ALLEY

REG. 4, T. 4, R. 9 DALLS.
CITY OF SPRINGFIELD,
CLARK COUNTY, OHIO
JULY 13, 2016

MARK T. SCHOLL P.S. 6599

CITY OF SPRINGFIELD, OHIO
ENGINEERING DEPARTMENT
78 EAST MAIN STREET
SPRINGFIELD, OHIO 45502

P.L.D. 010624/VACATION/ALLEY

THE INFORMATION SHOWN HEREON WAS DERIVED FROM RECORDS AT THE CLARK COUNTY ENGINEERING DEPARTMENT AND THE CLARK COUNTY ENGINEERING OFFICE AND IS NOT THE RESULT OF A FIELD SURVEY.

THE VACATED RIGHT-OF-WAY SHALL BE DIVIDED ALONG THE CENTERLINE AND ONE HALF SHALL BE ATTACHED TO THE ADJOINING PROPERTIES. THE AREA OF VACATED RIGHT-OF-WAY TO BE ADDED TO EACH PARCEL IS SHOWN ON THE MAP.

THIS MAP WAS PREPARED UNDER THE SUPERVISION OF
MARK T. SCHOLL, P.S. - OHIO REG. NO. 6599.



SCALE: 1 INCH = 30 FEET

Request for Commission Action City of Springfield, Ohio

Item Number: 266-14

Agenda Date: 9/13/16

Today's Date: 9/1/16

Subject: Amendment No. 2 to LPA Project Agreement No. 26851 for Project CLA – Belmont Ave Recon, Ph.2, PID No. 94814

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda, City Engineer

<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: 15-5
15-114

Date of Prior Ordinance/Resolution: 1/6/15
4/28/15

Summary:

Amendment is needed for this project because ODOT has amended their Section 10 - "Non-Discrimination" to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval. This amendment revises the language in Section 10 of the previously signed agreement and requires an amendment to the LPA Agreement.

In addition, there is a amendment needed in Section 3 - "Funding" to reflect a modification to the funding sources.

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

Department/Division	Fund Description	Account Number	Actual Cost
---------------------	------------------	----------------	-------------

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into LPA Agreement No. 26851 - Amendment No. 2 between the City and the Ohio Department of Transportation in connection with the CLA Belmont Avenue Reconstruction Phase 2, PID No. 94814, to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval and to reflect the modification of funds for various project phases.

...oooOOOooo...

WHEREAS, the City and the State of Ohio have entered into LPA Agreement No. 26851 pursuant to Ordinance No. 15-5, and amended pursuant to Ordinance No. 15-114, in connection with the Belmont Avenue Reconstruction Phase 2 Project; and

WHEREAS, ODOT has tendered an LPA Agreement Amendment No. 2 to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval and to reflect the modification of funds for various project phases; 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 LPA Agreement No. 26851 - Amendment No. 2 between the City and the Ohio Department of Transportation, a copy of which is attached hereto and is hereby approved, in connection with the CLA Belmont Avenue Reconstruction Phase 2, PID No. 94814, to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval and to reflect the modification of funds for various project phases.

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

Rev. 6/23/2016

CFDA 20.205

LOCAL-LET PROJECT AMENDMENT No. 2

Amend Section 3 to reflect the modifications of funds to allow for funds in the right of way phase, and Amend Section 10 – Non-Discrimination to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval:

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$1,846,140 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$300,000 in Federal funds (4TA7) for preliminary engineering and detail design. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated for preliminary engineering and detail design. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$160,000 in Federal funds (4TA7) for right of way acquisition and services. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with right of way acquisition and services. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$1,023,911.60 in Federal funds (4TA7) for construction and engineering/inspection. These maximum amounts reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) Letter of reprimand;
- (b) Contract termination; and/or
- (c) Other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) The magnitude and the type of offense;
- (b) The degree of the Consultant's culpability;
- (c) Any steps taken to rectify the situation;
- (d) The Contractor's record of performance on other projects including, but not limited to:
 - (1) Annual DBE participation over DBE goals;
 - (2) Annual DBE participation on projects without goals;
 - (3) Number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) The number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination

prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or 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 STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

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

LPA: CITY OF SPRINGFIELD

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Title: _____

Jerry Wray
Director

Date: _____

Date: _____

Attachment 1

PROJECT BUDGET -- SOURCES AND USES OF FUNDS

USES	SOURCES		LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	Amount	%	SAC	Amount	%	SAC	Amou	%	SAC	
PRELIMINARY DEVELOPMENT						\$ 255,000	100	4TA7				\$ 255,000
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS						\$ 45,000	100	4TA7				\$ 45,000
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION						\$110,000	100	4TA7				\$110,000
RIGHT OF WAY SERVICES						\$ 50,000	100	4TA7				\$ 50,000
PROJECT CONSTRUCTION COSTS			\$237,841.50	20	LNTP	\$ 951,366	80	4TA7				\$1,189,207.50
PROJECT CONSTRUCTION COSTS			\$ 106,250.50	100	LNTP							\$ 106,250.50
INSPECTION			\$ 18,136.40	20	LNTP	\$72,545.60	80	4TA7				\$ 90,682
TOTALS			\$362,228.40			\$1,483,911.60						\$1,846,140

Request for Commission Action City of Springfield, Ohio

Item Number: 97-15

Agenda Date: 9/13/16

Today's Date: 8/31/16

Subject: Amendment No. 1 to LPA Project Agreement No. 26857 for Project CLA – Bechtle-0.57,
PID No. 99563

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda, City Engineer

<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: 15-100

Date of Prior Ordinance/Resolution: 4/14/15

Summary:

Amendment is needed for this project because ODOT has amended their Section 10 - "Non-Discrimination" to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval. This amendment revises the language in Section 10 of the previously signed agreement and requires an amendment to the LPA Agreement.

In addition, there is an amendment needed in Section 3 - "Funding" to reflect additional funds added for the right of way. An additional \$10,000 was added for Acquisition of Right of Way & Utility Location and \$40,000 for Right of Way Services, bringing the total funding to \$235,000.

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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AN ORDINANCE NO. _____

Authorizing the City Manager to enter into LPA Agreement No. 26857 - Amendment No. 1 between the City and the Ohio Department of Transportation in connection with the CLA Bechtle - 0.57, PID No. 99563, and further identified as Bechtle Avenue bridge over the lagoon project, to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval and to increase ODOT funding for the project from \$185,000.00 to \$235,000.00.

...oooOOOooo...

WHEREAS, the City and the State of Ohio have entered into LPA Agreement No. 26857 pursuant to Ordinance No. 15-100 in connection with the Bechtle Avenue bridge over the lagoon project; and

WHEREAS, ODOT has tendered an LPA Agreement Amendment No. 1 to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval and to increase ODOT funding for the project from \$185,000.00 to \$235,000.00; 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 LPA Agreement No. 26857 - Amendment No. 1 between the City and the Ohio Department of Transportation, a copy of which is attached hereto and is hereby approved, in connection with the CLA Bechtle - 0.57, PID No. 99563, and further identified as Bechtle Avenue bridge over the lagoon project, to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval and to increase ODOT funding for the project from \$185,000.00 to \$235,000.00.

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

Rev. 6/23/2016

CFDA 20.205

LOCAL-LET PROJECT AMENDMENT No. 1

Amend Section 3 Funding to reflect additional funds in right of way, Section 10 – Non-Discrimination to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval:

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$235,000 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$235,000 in Federal funds(4TA7). This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the preliminary design activities.

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) Letter of reprimand;
- (b) Contract termination; and/or
- (c) Other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) The magnitude and the type of offense;
- (b) The degree of the Consultant's culpability;
- (c) Any steps taken to rectify the situation;
- (d) The Contractor's record of performance on other projects including, but not limited to:
 - (1) Annual DBE participation over DBE goals;
 - (2) Annual DBE participation on projects without goals;
 - (3) Number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) The number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or

leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or 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 STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

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

LPA: CITY OF SPRINGFIELD

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Title: _____

Jerry Wray
Director

Date: _____

Date: _____

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT				\$ 185,000	100	4TA7				\$ 185,000
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION				\$ 10,000	100	4TA7				\$ 10,000
RIGHT OF WAY SERVICES				\$ 40,000	100	4TA7				\$ 40,000
PROJECT CONSTRUCTION COSTS										
INSPECTION										
TOTALS				\$ 235,000						\$ 235,000

Request for Commission Action City of Springfield, Ohio

Item Number: 96-13

Agenda Date: 9/13/16

Today's Date: 8/31/16

Subject: Amendment No. 3 to LPA Project Agreement No. 25724 for Project CLA – Middle Urbana Rehab, PID No. 94768

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda, City Engineer

<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: 13-98
15-95
15-124

Date of Prior

Ordinance/Resolution: 4/16/13
3/31/15
4/28/15

Summary:

Amendment is needed for this project because ODOT has amended their Section 10 - "Non-Discrimination" to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval. This amendment revises the language in Section 10 of the previously signed agreement and requires an amendment to the LPA Agreement.

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

Department/Division	Fund Description	Account Number	Actual Cost
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AN ORDINANCE NO. _____

Authorizing the City Manager to enter into LPA Agreement No. 25724 - Amendment No. 3 between the City and the Ohio Department of Transportation in connection with the CLA Middle Urbana Rehab, PID No. 94768 to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval.

...oooOOOooo...

WHEREAS, the City and the State of Ohio have entered into LPA Agreement No. 25724 pursuant to Ordinance No. 13-98, and amended pursuant to Ordinance Nos. 15-95 and 15-124, in connection with the Middle Urbana Rehab Project; and

WHEREAS, ODOT has tendered an LPA Agreement Amendment No. 3 to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval; 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 LPA Agreement No. 25724 - Amendment No. 3 between the City and the Ohio Department of Transportation, a copy of which is attached hereto and is hereby approved, in connection with the CLA Middle Urbana Rehab, PID No. 94768 to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval.

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

Rev. 6/23/2016

CFDA 20.205

LOCAL-LET PROJECT AMENDMENT No. 3

Amend Section 10 – Non-Discrimination to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval:

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) Letter of reprimand;
- (b) Contract termination; and/or

- (c) Other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) The magnitude and the type of offense;
- (b) The degree of the Consultant's culpability;
- (c) Any steps taken to rectify the situation;
- (d) The Contractor's record of performance on other projects including, but not limited to:
 - (1) Annual DBE participation over DBE goals;
 - (2) Annual DBE participation on projects without goals;
 - (3) Number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) The number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or 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 STATE or

FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

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

LPA: CITY OF SPRINGFIELD

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Title: _____

Jerry Wray
Director

Date: _____

Date: _____

AN ORDINANCE NO. _____

Amending the Zoning Map of Springfield, Ohio by rezoning 1.93 acres at 1661 Selma Road, Springfield, Ohio from RM-20, Medium-Density, Multi-Family Residence District, to CC-2, 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 1.93 acres at 1661 Selma Road, Springfield, Ohio, described as Parcel No. 3400700027119014, from RM-20, Medium-Density, Multi-Family Residence District, to CC-2, 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

AN ORDINANCE NO. _____

Amending the Zoning Map of Springfield, Ohio by rezoning 1.93 acres at 1661 Selma Road, Springfield, Ohio from RM-20, Medium-Density, Multi-Family Residence District, to CC-2, 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 1.93 acres at 1661 Selma Road, Springfield, Ohio, described as Parcel No. 3400700027119014, from RM-20, Medium-Density, Multi-Family Residence District, to CC-2, Community Commercial District.

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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: 217-16

Agenda Date: 8/30/2016

Today's Date: 8/22/2016

Subject: United Way Campaign – Employee Incentive Program

Submitted By: Chelsea Jones, 2016 United Way Campaign Chairperson

Department:

Contact: Chelsea, ext. 7372

<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 authorization to implement an employee incentive program for participating in the community's United Way Campaign. This year's incentive program is as follows:

- a. 12 awards of 1-month parking in the United Way City Hall parking spot to be awarded through a random drawing of employees meeting eligibility requirements.

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

Department/Division	Fund Description	Account Number	Actual Cost
	General		

Total Cost:

AN ORDINANCE NO. _____

Authorizing the implementation of an employee incentive program to induce participating in the community's United Way Campaign; and authorizing the City Manager and Finance Director to do all things necessary to implement the employee incentive program.

...oooOOOooo...

WHEREAS, this Commission finds it in the best interest of the City and the community that a community oriented spirit be fostered among City employees; and

WHEREAS, this Commission further finds that the United Way of Clark, Champaign and Madison Counties provides funding for numerous programs and services benefiting residents of The City of Springfield, Ohio and contributing to the preservation of the public peace, health and safety; and

WHEREAS, the activities of the United Way of Clark, Champaign and Madison Counties rely upon funding provided by those living and working in The City of Springfield, Ohio; and

WHEREAS, this Commission finds that the City and community will be substantially benefited by fostering improved morale among City employees and that the employee incentive program will operate to improve employee morale, as well as foster a community oriented spirit among City employees; and

WHEREAS, the National Trail Parks and Recreation District and the City Government should provide certain employee incentives to encourage this form of community participation on the part of City employees; and

WHEREAS, this Commission finds that the above described employee incentive program will accomplish a proper public purpose; NOW THEREFORE:

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

Section 1. That the findings set forth in the recitals to this Ordinance are made a part hereof and are hereby adopted by this City Commission.

Section 2. That the employee incentive program to induce participating in the community's United Way Campaign is hereby authorized for implementation and that prizes shall be offered to employees in connection with the employee incentive program, including twelve (12) awards of 1-month parking in the United Way City Hall parking spot (awarded through a random drawing of employees meeting eligibility requirements).

Section 3. That the City Manager and Finance Director are hereby authorized to do all things necessary to implement the employee incentive program.

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

Request for Commission Action City of Springfield, Ohio

Item Number: 218-16

Agenda Date: 8/30/16

Today's Date: 8/23/16

Subject: Collection of Fall Bagged Leaves

Submitted By: Mark Beckdahl, Finance Director

Department: Service Department

Contact: Shawn Wilson, Operations 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 Rumpke of Ohio, 10795 Hughes Road, Cincinnati, OH 45251, for the collection of fall bagged leaves for an amount Not-to-Exceed \$56,000.00. This recommendation is based on the lowest of two bids received.

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

Department/Division	Fund Description	Account Number	Actual Cost
Service Department	680 Stormwater Fund	900680-4030	\$56,000.00

Total Cost: \$56,000.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract with Rumpke of Ohio, Inc. for the City's 2016 Collection of Fall Bagged Leaves Program for an amount not to exceed \$56,000.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received bids for the 2016 Collection of Fall Bagged Leaves Program; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended award of contract to Rumpke of Ohio, Inc., for an amount not to exceed \$56,000.00, which was the lowest and best bidder: 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 contract with Rumpke of Ohio, Inc. for the City's 2016 Collection of Fall Bagged Leaves Program for an amount not to exceed \$56,000.00.

Section 2. That the 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 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: 219-16

Agenda Date: 8/30/16

Today's Date: 8/16/16

Subject: Authorization to enter into LPA Project Agreement No. 27881 for Project CLA 40-16.82, PID No. 103791

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda, City Engineer

<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:

In order to receive federal funding for the above referenced project, the City must enter into an LPA Federal Project Agreement with ODOT. This project consists of replacing the spanwire traffic signal supports with mast arms to add 5-section signal heads and add backplates to all traffic signal heads at the intersection of Bird Road and Route 40.

This project will cost approximately \$287,000 with FHWA/ODOT providing 100% of the funding. In order to receive the funding for the above referenced project, the City must enter into an LPA Project Agreement with ODOT.

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

Department/Division	Fund Description	Account Number	Actual Cost
Engineering	FHWA/ODOT		\$ 287,000.00

Total Cost: \$ 287,000.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into an LPA Federal Local-LET Project Agreement No. 27881 between the City and the Ohio Department of Transportation to provide the City with eligible costs of up to a maximum sum of \$287,000.00 for the CLA 40-16.82 Project, PID No. 103791; and authorizing the City Manager, Law Director and Finance Director to do all things they deem necessary to implement said agreement.

...oooOOOooo...

WHEREAS, the City has been tendered an LPA Federal Local – Let Project Agreement No. 27881 by the State of Ohio, Ohio Department of Transportation, in connection with the CLA 40-16.82 Project, PID No. 103791 consisting of replacing the spanwire traffic signal supports with mast arms to add 5-section signal heads and add backplates to all traffic signal heads at the intersection of Bird Road and Route 40; and

WHEREAS, the tendered LPA Federal Local – Let Project Agreement No. 27881 will provide funding available to the City up to \$287,000.00: 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 LPA Federal Local-LET Project Agreement No. 27881 between the City and the Ohio Department of Transportation to provide the City with eligible costs of up to a maximum sum of \$287,000.00 for the CLA 40-16.82 Project, PID No. 103791.

Section 2. That LPA Federal Local-LET Project Agreement No. 27881, a copy of which is attached hereto, is hereby approved.

Section 3. That the City Manager, Law Director and Finance Director are hereby authorized to do all things they deem necessary to implement and perform said agreement, 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

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Springfield, hereinafter referred to as the LPA, 76 E. High Street, Springfield, Ohio 45502.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The CLA-40-16.82 (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. Section 5501.03(D) of the ORC;
 - b. ODOT Locally Administered Transportation Projects, Manual of Procedures;
 - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);
 - e. 2 CFR Part 200; and
 - f. Federal Funding Accountability and Transparency Act (FFATA)
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 287,000 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$ 287,000 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall (option one: follow its own formally written set of local design standards or option two: make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related

regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant

for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials.

ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current at the time of award. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the project. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the project comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the PROJECT costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending 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.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the

termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:
Leo Shanayda, P. E.
City Engineer
76 E. High Street
Springfield, Ohio 45502
- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P) along with all necessary closeout documentation within 6 months of the physical completion date of the project. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6 month period may result in closeout of the project and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 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 ORC 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.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.
10. NONDISCRIMINATION
- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or

leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or 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 STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement and save protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements

are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 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 ORC.
- 13.2 The LPA 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 LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

Leo Shanayda, P. E., City Engineer
City of Springfield
76 E. High Street
Springfield, Ohio 45502

If to ODOT:

Scott C. Boyer, P.E., LPA Coordinator
Ohio Department of Transportation
1001 St. Marys Avenue
Sidney, Ohio 45365-0969

15. GENERAL PROVISIONS

- 15.1 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:¹

1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate²
3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)³
4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate⁴
5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery

¹ Note: If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

² The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

³ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁴ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

Guidance, including ODOT Questions and Answers⁵ and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LAMP Manual of Procedures.

- 15.2 **Financial Reporting and Audit Requirements:** The LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200.

The LPA must submit performance reports at the interval required by the Federal awarding agency and pass-through entity. Annual reports must be due 90 calendar days after the reporting period; quarterly and semi-annual reports must be due 30 calendar days after the reporting period. Alternatively, ODOT may require annual reports before the anniversary dates of multiple year Federal awards.⁶

LPAs that expend \$750,000 or more in the LPA's fiscal year in Federal awards must have a Single Audit, or program-specific audit, conducted for that year in accordance with 2 CFR §200.501.

Federal and State funds expended to or on behalf of a subrecipient must be recorded by the subrecipient (LPA). The LPA is responsible for tracking these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as *Schedule*) is provided for 20.205 funding. The LPA must identify each ODOT PID and/or Project and the corresponding expenditures on its Schedule separately. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁷ The LPA is required to report its own expenditures, in addition to any expenditures made by ODOT for the project in the applicable Schedule when the expenditure was made. When a Schedule is not accurately reported for the project, the LPA will be required to make corrections to past, current, and possibly future Schedules and Audit Reports to ensure Federal funds are accurately reported in the correct fiscal year matching the project expenditure. The LPA is required to report all Federal funds received, or expended on its behalf, regardless to differences in the LPA expenditure date and ODOT reimbursement date.

- 15.3 **Record Retention:** The LPA, 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 records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. 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. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

⁵ Question and Answer guidance can be found at the following web address:
[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf)

⁶ See 2 CFR §200.328.

⁷ Per 2 CFR §200.502

- 15.4 **Ohio Ethics Laws:** LPA agrees that it 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 ORC.
- 15.5 **State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 **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 LPA 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 County, Ohio.
- 15.7 **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.
- 15.8 **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.
- 15.9 **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.
- 15.10 **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.

LPA: CITY OF SPRINGFIELD

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Title: _____

Jerry Wray
Director

Date: _____

Date: _____

Attachment 2

103791
PID NUMBER

27881
AGREEMENT NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (ININSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME) .

Contractor Name:
Oaks Vendor ID:
Mailing Address:

LPA signature

LPA Name:
Oaks Vendor ID:
Mailing Address:

Approved, ODOT signature

Request for Commission Action City of Springfield, Ohio

Item Number: 220-16

Agenda Date: 8/30/16

Today's Date: 8/16/16

Subject: Amend Chapter 911 - Water Rates and Regulations

Submitted By: Leo Shanayda

Department: Engineering

Contact: Leo Shanayda

<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:

Chapter 911 is being revised to add new language under 911.17 - Compliance with Chapter 929 Requirements.

The new language is as follows:

911.17 COMPLIANCE WITH CHAPTER 929 REQUIREMENTS. Every person subject to and required to comply with the requirements of Chapter 929 of the codified Ordinances and who also receives water service from the City at the property subject to regulation under Chapter 929 of the Codified Ordinances is required to comply with the requirements of Chapter 929 of the Codified Ordinance as a condition to receiving continuing water service from the City at the property subject to regulation under Chapter 929 of the Codified Ordinances. In the event a person receiving water service from the City at a property subject to regulation under Chapter 929 of the Codified Ordinances fails to come into compliance with the requirements of Chapter 929 of the Codified Ordinances within ten days after receiving notice of such non-compliance, the City may shut off the non-complying person's water service at the property subject to regulation under Chapter 929 of the Codified Ordinances, until such person's compliance with Chapter 929 of the Codified Ordinances has been achieved.

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

Department/Division	Fund Description	Account Number	Actual Cost
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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 the amendment of Chapter 911, titled *Water Rates and Regulations*, to enact new Section 911.17, requiring compliance with the provisions of Chapter 929 of the Codified Ordinances of The City of Springfield, Ohio.



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 Section 911.17 to read as follows:

911.17 COMPLIANCE WITH CHAPTER 929 REQUIREMENTS.

Every person subject to and required to comply with the requirements of Chapter 929 of the Codified Ordinances and who also receives water service from the City at the property subject to regulation under Chapter 929 of the Codified Ordinances is required to comply with the requirements of Chapter 929 of the Codified Ordinance as a condition to receiving continuing water service from the City at the property subject to regulation under Chapter 929 of the Codified Ordinances. In the event a person receiving water service from the City at a property subject to regulation under Chapter 929 of the Codified Ordinances fails to come into compliance with the requirements of Chapter 929 of the Codified Ordinances within ten days after receiving notice of such non-compliance, the City may shut off the non-complying person's water service at the property subject to regulation under Chapter 929 of the Codified Ordinances, until such person's compliance with Chapter 929 of the Codified Ordinances has been achieved.

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

Request for Commission Action City of Springfield, Ohio

Item Number: 221-16

Agenda Date: 8/30/16

Today's Date: 8/16/16

Subject: Amend Chapter 929 - Wellhead and Well Field Protection Regulations

Submitted By: Leo Shanayda

Department: Engineering

Contact: Leo Shanayda

<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:

Chapter 929 is being revised to change the language under 929.99 - Penalties, in order to facilitate enforcement of the well field protection regulations.

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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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 the amendment of Chapter 929, titled *Wellhead and Well Field Protection Regulations*, to add subparagraph (c) to Section 929.99, titled *Penalties*, and repealing existing Section 929.99.



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 amendment of Section 929.99 to read as follows:

929.99 PENALTIES.

(a) Any owner or occupant of property who fails to abate the existence of a public nuisance as required by Section 929.08 et seq. is guilty of a minor misdemeanor. If the offender previously has been convicted of a violation of any provision of this Chapter, a violation of any such provision is a misdemeanor of the fourth degree.

(b) Any person who violates Subsections 929.06 (b) or (c) is guilty of a misdemeanor of the first degree.

(c) Any owner of property who fails to comply with the requirements set forth in this Chapter may have their City water service shut off as described under Chapter 911.17 of the Codified Ordinances.

(d) In addition to any other penalties set forth in this Chapter, all civil remedies which shall be available to the City, including injunction.

Section 2. That existing Section 929.99 of the Codified Ordinances of The City of Springfield, Ohio, is hereby repealed.

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

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: 222-16

Agenda Date: 8/30/2016

Today's Date: 8/24/2016

Subject: Sale of 1221 Tibbetts Ave.

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 type="checkbox"/> Contract

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

Respectfully request City Commission approve an ordinance authorizing the City Manager to sell property located at 1221 Tibbetts Ave. to Garlind Properties, LLC.. This property was acquired through the Land Reutilization Program, during redevelopment activities undertaken through the NSP-1 and NSP-2 programs. Staff was unable to acquire other necessary properties adjacent to 1221 during NSP-1, NSP-2 activities and therefore have no need to retain ownership. Adjacent property owners were contacted, with only Garlind Properties LLC., owners of 1225 Tibbetts Ave., indicating an interest in acquiring 1221. Staff has established a fair market value of \$1,500.00 for this parcel.

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

Department/Division	Fund Description	Account Number	Actual Cost
Community Development			\$0.00

Total Cost: \$0.00

AN ORDINANCE NO. _____

Authorizing the City Manager to execute a Quit Claim Deed in connection with selling certain real property no longer needed for municipal purposes located at 1221 Tibbetts Avenue.

...oooOOOooo...

WHEREAS, the City owns certain real property described in Exhibit A attached hereto, which property is no longer needed for municipal purposes and the City wishes to end its obligation to maintain the subject property; and

WHEREAS, Garlind Properties, LLC, owner of 1225 Tibbetts Avenue, has offered the City \$1,500.00 for the subject property, which this Commission finds is fair market value and a reasonable purchase price; 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 hereby authorized to execute a Quit Claim Deed to convey the property located at 1221 Tibbetts Avenue to Garlind Properties, LLC for the purchase price of \$1,500.00.

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

EXHIBIT A

Situated in the County of Clark in the State of Ohio and City of Springfield.

Being part of Town 5, Range 9, Section 34. Beginning at the West line of Taylor Street (now Tibbetts Avenue) in said City of Springfield at a point 86 ½ feet North of the North line of Rice Street; running thence North on said West line of Taylor Street (now Tibbetts Avenue) 37 ½ feet; thence West parallel with the said North line of Rice Street 112 feet; thence South parallel with the West line of Taylor Street (now Tibbetts Avenue) 37 ½ feet; thence east 112 feet to the place of beginning.

Prior Deed Reference: Book 443, Page 303

Permanent Parcel No. 340-07-00034-422-055

Request for Commission Action City of Springfield, Ohio

Item Number: 172-16

Agenda Date: 9/13/2016

Today's Date: 9/6/2016

Subject: Request to enter into an agreement with Ohio Public Works Commission for Buck Creek Restoration & Trail Realignment Project in the amount of \$249,325.00

Submitted By: Bryan Heck, Deputy City Manager

Department: City Manager's Office

Contact: Bryan Heck, x7305

<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: 16-186

Date of Prior Ordinance/Resolution: 06/21/16

Summary:

Request to enter into an Agreement with Ohio Public Works Commission for Buck Creek Restoration & Trail Realignment Project in the amount of \$249,325.00 through the Clean Ohio Fund – Green Space Conservation Program for the restoration of the creek bank and the repair/replacement of the Buck Creek Scenic Trail.

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

Respectfully request emergency action to enter into an agreement with the Ohio Public Works Commission for the Clean Ohio Fund – Green Space Conservation Program grant so as work on this restoration can begin as soon as possible as the current condition of the creek bank poses a hazard to trail goers.

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 Grant Agreement with the State of Ohio, Ohio Public Works Commission, to obtain funding in the amount of \$249,325.00 for the Buck Creek Bank Restoration and Trail Realignment Project; authorizing the City Manager, Law Director, Finance Director and City Engineer to do all things they consider necessary for the execution and performance of the Grant Agreement; and declaring an emergency.

...oooOOOooo...

WHEREAS, in Ordinance No. 16-186 this Commission authorized the submission of a grant application to the Ohio Public Works Commission for a Clean Ohio Fund Green Space Conservation Program Grant in the amount of \$249,325.00 for the Buck Creek Bank Restoration and Trail Realignment Project; and

WHEREAS, the project consists of realigning a section of the existing multi-use trail to restore Buck Creek to a naturalized setting and alignment; and

WHEREAS, the Ohio Public Works Commission has provided the City with a grant agreement for the acceptance of funds in the amount of \$249,325.00 and this Commission considers it in the best interest of the public that said funding be accepted; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to move forward with the restoration at the earliest possible time as the creek continues to erode the trail, 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 Grant Agreement with the State of Ohio, Ohio Public Works Commission, to obtain funding in the amount of \$249,325.00 for the Buck Creek Bank Restoration and Trail Realignment Project.

Section 2. That the City Manager, Law Director, Finance Director and City Engineer are hereby authorized to do all things they consider necessary for the execution and performance of the Grant Agreement.

Section 3. That a copy of the Grant Agreement is attached hereto and is hereby approved.

Section 4. 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

OHIO PUBLIC WORKS COMMISSION

PROJECT GRANT AGREEMENT

CLEAN OHIO CONSERVATION FUND

Pursuant to Ohio Revised Code 164.26, this Project Grant Agreement (this "Agreement") is entered into this date, **08/31/2016**, by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **The City of Springfield** (hereinafter referred to as the "Recipient"), located at **76 East High Street, Springfield, OH 45502-**, in respect of the project named **Buck Creek Restoration & Trail Restoration**, and as described in Appendix A of this Agreement, to provide an amount not to exceed **Two Hundred Forty-Nine Thousand, Three Hundred Twenty-Five Dollars (\$ 249,325)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **023-74118**

OPWC Project Control No. **CKKAE**

WHEREAS, pursuant to Revised Code Section 164.02, the Ohio General Assembly created the Ohio Public Works Commission (the "OPWC");

WHEREAS, pursuant to Revised Code Section 164.27, the Ohio General Assembly created the Clean Ohio Conservation Fund to be administered by the OPWC;

WHEREAS, pursuant to Revised Code Section 164.21, the Ohio General Assembly created natural resources assistance councils for the purpose of approving or disapproving of applications for project grants under Revised Code Sections 164.20 through 164.27;

WHEREAS, pursuant to Revised Code Section 164.25, the Director of the OPWC must approve applications for grants submitted by natural resources assistance councils if all of the following apply: i) the approval of the application by the applicable natural resources assistance council was reasonable based on the criteria specified in the Law; ii) the application for a grant and the proposed project for which the grant is to be used comply with all other requirements of the Law related to natural resources and parks and recreation grants; and, iii) the amount of the financial assistance, when added to all other financial assistance provided during the calendar year for projects within the district for which a natural resources assistance council was appointed, does not exceed the district's allocation of money from the Clean Ohio Conservation Fund pursuant to Revised Code Section 164.27;

WHEREAS, Revised Code Sections 164.20 through 164.27 permit a grant of funds for such projects to be expended or provided only after the appropriate natural resources assistance council has submitted the application for such Project funds to the Director and subsequent approval of the application by the Director in accordance with Revised Code Section 164.25;

WHEREAS, the Recipient desires to receive funding for a project eligible for grant funds pursuant to Revised Code Sections 164.20 through 164.27 as described in Appendix A of this Agreement;

WHEREAS, the Project has been duly approved by the Director pursuant to Revised Code Section 164.25;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

SECTION I. Definitions and General Provisions. The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use indicates another or different meaning or intent.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by Law to remain closed and on which The New York Stock Exchange is not closed.

"Chief Executive Officer" means the single office or official of the Recipient and as designated in Appendix B, pursuant to Section VIII. A., or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient and as designated in Appendix B, pursuant to Section VIII. A., or his authorized designee as per written notification to the Director.

"Closing" means the closing by Recipient of the acquisition of fee simple interest in the Land, or such other interest therein approved by the Director.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with respect thereto.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor, materials or services in connection with the acquisition, site improvements, construction, reconstruction, expansion, improvement or engineering of the Project, or both.

"Cost of Project" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering projects and shall also be deemed to include costs of financing as well as preliminary costs, including but not limited to, planning costs, design costs, engineering costs, costs of appraisals, environmental assessments, and archeological surveys.

"Deed Restrictions" means the deed restrictions to be recorded with respect to the Land, which deed restrictions shall be subject to the Director's approval and shall be commensurate with the nature and purpose of the Land as stated in the Recipient's application for grant funds under Revised Code Sections 164.20 through 164.27. The Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director, in the Director's sole discretion, who shall have full enforcement authority, as set forth more specifically in Section IX of this Agreement.

"Governing Body" means the board of county commissioners or a county council if a county, the legislative authority of a municipal corporation, the board of township trustees if a township, the commission of a soil and water conservation district, the board of trustees of a joint recreation district, the board of park commissioners of a park district, or the entity with appropriate authority to bind other similar park authorities.

"Land" means the real property required for the Project as described more particularly in Appendix A.

"Local Political Subdivision" means a county, municipal corporation, township, conservancy district, soil and water conservation district, joint recreation district, park district, or other similar park authority.

"Matching Funds" means the amount and nature of the moneys or resources to be used by the Local Political Subdivision or Nonprofit Organization for the Project. Such funds shall constitute not less than twenty-five percent (25%) of the total Cost of Project set forth in Appendix D and may consist of money by any person, any Local Political Subdivision, the State of Ohio, or the federal government or of contributions in-kind by such parties through purchase or donation of equipment, land, easements, labor, or materials necessary to complete the Project.

"Natural Resources Assistance Council" means the natural resources assistance council created pursuant to Ohio Revised Code Section 164.21 as well as its members and officers.

"Nonprofit Organization" means an organization that is exempt from federal income taxation pursuant to Section 501(a) of the Code and described in Section 501(c) of the Code and that has as one of its designated activities, as indicated on United States Internal Revenue Service form 1023 "recognition of exemption", an activity that is directly related to the purposes for which grants may be issued under Revised Code Sections 164.20 through 164.27 as described in divisions (A) and (B) of Revised Code Section 164.22

"Notice to Proceed" means notice issued by the OPWC pursuant to Section IV of this Agreement.

"OPWC" means the Ohio Public Works Commission created pursuant to Revised Code Section 164.02.

"Private Business Use" means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Nonprofit Organization) other than use as a member of, and on the same basis as, the general public.

"Private Person" means any person, firm, entity or individual who or which is other than a "governmental unit" as that term is used in Sections 141 and 148 of the Code.

"Project" means the project set forth in Appendix A that proposes to do either of the following:

- A. Provide for open space acquisition and related development of those open spaces, including the acquisition of easements. Open space acquisition projects include acquisition of land or rights in land for parks, forests, wetlands, natural areas that protect an endangered plant or animal population, other natural areas, and connecting corridors for natural areas. Related development projects include projects for the construction or enhancement of facilities that are necessary to make an open space area accessible and useable by the general public. Projects proposed pursuant to this division shall emphasize the following:

1. The support of comprehensive open space planning and incorporation of aesthetically pleasing and ecologically informed design;
2. The enhancement of economic development that relies on recreation and ecotourism in areas with relatively high unemployment and lower incomes;
3. The protection of habitat for rare, threatened, and endangered species or the preservation of high quality, viable habitat for plant and animal species;
4. The preservation of existing high quality wetlands or other scarce natural resources within the geographical jurisdiction of the council;
5. The enhancement of educational opportunities and provision of physical links to schools and after-school centers;
6. The preservation or restoration of water quality, natural stream channels, functioning floodplains, wetlands, streamside forests, and other natural features that contribute to the quality of life in this state and to the state's natural heritage. Projects shall not include hydromodification projects such as dams, dredging, sedimentation, and bank clearing and shall not accelerate untreated water runoff or encourage invasive nonnative species;
7. The reduction or elimination of nonnative, invasive species of plants or animals; and
8. The proper management of areas where safe fishing, hunting, and trapping may take place in a manner that will preserve a balanced natural ecosystem.

B. Protect and enhance riparian corridors or watersheds, including the protection and enhancement of streams, rivers, lakes, and other waters of the state. Such projects may include, without limitation, the reforestation of land or the planting of vegetation for filtration purposes; the fee simple acquisition of lands for the purpose of providing access to riparian corridors or watersheds or for other purposes necessary for the protection and enhancement of riparian corridors or watersheds; and the acquisition of easements for the purpose of protecting and enhancing riparian corridors or watersheds. Projects proposed pursuant to this division section shall emphasize the following:

1. The increase of habitat protection;
2. Inclusion as part of a stream corridor-wide or watershed-wide plan;
3. The provision of multiple recreational, economic, and aesthetic preservation benefits;
4. The preservation or restoration of floodplain and streamside forest functions;
5. The preservation of headwater streams; and
6. The restoration and preservation of aquatic biological communities.

Projects cannot initiate or perpetuate hydromodification projects such as dams, ditch improvement, or channelization.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix B, pursuant to Section VIII. A., or his authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds disbursed to the Recipient, as part of a grant made to the Recipient pursuant to Revised Code Sections 164.2 to 164.27, as reimbursement to the Recipient for costs integral to the completion of the Project that were incurred and paid by it and which did not in any way inflate costs of the Project.

"Request to Proceed" means the written request from Recipient to the OPWC submitted pursuant to Section IV of this Agreement.

"State" means the State of Ohio.

"Title Agent" means a title insurance company or title agent selected by the Recipient and approved by the OPWC, which Title Agent shall be duly licensed and in good standing under the laws of the State.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of Law or who are lawfully performing their functions. Any reference to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time may have been duly amended, modified, supplemented, or superceded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "hereto", "hereunder", and similar terms refer to this Agreement and the term "hereafter" means after, and the term "heretofore" means before the effective date of this Agreement.

SECTION II. OPWC Financial Assistance. Subject to the terms and conditions contained herein, the OPWC hereby agrees to provide to the Recipient financial assistance not to exceed the amount as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project (the "Funds").

SECTION III. Matching Funds. The Recipient shall, at a minimum, contribute not less than twenty-five percent (25%) of the total Cost of Project as set forth in Appendix D of this Agreement. The Matching Funds shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement. In the event that the total actual Project costs exceed the estimated Cost of Project identified in Appendix D, the OPWC shall not be required to increase the maximum amount of the grant provided herein and the Recipient shall increase its Matching Funds to meet such actual Cost of Project.

SECTION IV. Notice to Proceed - Land Acquisition. The acquisition of the Land shall not occur until the Director has issued a written Notice to Proceed for land acquisition to the Recipient (the "Notice to Proceed"). Such Notice to Proceed will not be issued until the Director has received a Request to Proceed acceptable to the Director and is assured that the Recipient has complied with all requirements for the approval of a grant under Revised Code Sections 164.20 through 164.27 and any requirements for land acquisition set forth in this Agreement, including without limitation the OPWC's approval of the proposed Deed Restrictions and Title Agent. The Notice to Proceed also shall specify the time frame for the Closing.

SECTION V. Land Acquisition Disbursement. To initiate the purchase of the Land, the Recipient must first complete and submit a written Request to Proceed to the Director prior to Closing. The Request to Proceed must name the proposed Title Agent and must indicate the amount of Funds requested from the OPWC for the land acquisition, including expected settlement costs, based upon the participation ratio and the amount of funds expected from any Matching Funds. The Request to Proceed must contain as attachments: (a) a copy of the proposed Deed Restrictions; (b) a copy of the executed purchase agreement with respect to, or such other agreement to convey an interest in, the Land between the Recipient and the Land owner; (c) a copy of the performed appraisal according to the specifications provided by the Director; (d) evidence satisfactory to the Director that Recipient will acquire marketable title to the Land at Closing; and (d) if the Recipient desires to elect the pre-closing option described below (i) a copy of the signed escrow agreement among Recipient, Title Agent and the OPWC, executed by Recipient and Title Agent, substantially in the form of Appendix F of this Agreement (the "Escrow Agreement") and (ii) if the Title Agent is an agent for a title insurance company, rather than a title company itself, a closing protection letter issued by the title insurance company to the OPWC.

Funds for land acquisition shall be disbursed to the Recipient, as part of a grant to the Recipient pursuant to Revised Code Sections 164.20 through 164.27, pursuant to the pre-closing option and/or the reimbursement option described as follows:

- A. **Pre-Closing Option.** Provided that the Recipient satisfies the terms and conditions of this Agreement, Recipient may elect to have Funds delivered by the OPWC to the Title Agent prior to Closing, subject to the terms and conditions of this Agreement and the Escrow Agreement. Recipient shall make such election, if at all, by delivering to the OPWC a Disbursement Request Form and Certification in the form of Appendix E to this Agreement (the "Disbursement Request"), which shall identify the Title Agent as payee and shall be delivered after the Recipient's receipt of a Notice to Proceed and not more than sixty (60) days prior to Closing. The OPWC shall then deliver to the Title Agent Funds to be disbursed under this Agreement for the land acquisition, which Funds may be held, together with the Matching Funds, in an account subject to the terms and conditions of the Escrow Agreement. Any interest that accrues thereon

shall be used by the Recipient for settlement costs. If the interest paid on such escrow account exceeds the settlement costs to be paid by the Recipient, then such funds shall be applied to the Cost of Project. If all of the conditions to the release of Funds set forth in the Escrow Agreement have been satisfied, the Title Agent shall release the escrowed Funds at Closing and apply the same to the land acquisition costs in accordance herewith and the settlement statement executed and delivered at the Closing. After Closing, the Recipient may request additional disbursements of Funds available under this Agreement relating to the land acquisition, including costs incurred in connection with appraisal of the Land, closing costs, title search, environmental assessments and other eligible costs. Within sixty (60) days of Closing, the Recipient shall deliver to the OPWC, or shall cause the Title Agent to deliver to the OPWC, a copy of the recorded Deed Restrictions and deed, or other instrument appropriate for the interest in the Land, and the executed settlement statement. **If the Recipient does not close within thirty (30) days of disbursement, the Recipient must contact the OPWC immediately.**

- B. **Reimbursement Option.** Provided that the Recipient satisfies the terms and conditions of this Agreement, the Recipient may elect to receive Fund proceeds for land acquisition directly from the OPWC after Closing. After Closing, which Closing shall not occur until the Recipient's submission of the Request to Proceed and the Recipient's receipt of the Notice to Proceed, the Recipient may submit a Disbursement Request to the OPWC for reimbursement of acquisition and other eligible costs. The Recipient shall attach to the Disbursement Request a copy of: (i) the executed and recorded deed, or such other instrument conveying the interest approved by the Director, with respect to the Land acquired by the Recipient, (ii) a copy of the recorded Deed Restrictions, (iii) a copy of the executed settlement statement, (iv) certification, or other documentation acceptable to the Director from the Title Agent that the Recipient has marketable title in and to the Land, and (v) such other documentation required by the OPWC. After receipt of such documentation, and subject to Recipient's compliance with the terms and conditions of this Agreement, the OPWC shall disburse Funds payable under this Agreement.

SECTION VI. Notice to Proceed - Site Improvements. The Recipient shall not commence, or cause to be commenced, any site improvements or other work on the Land until the Director has issued a Notice to Proceed to the Recipient. Such Notice to Proceed will not be issued until the Director is assured that the Recipient has complied with all requirements for the approval of a grant under Revised Code Sections 164.20 through 164.27 and has completed any land acquisition required by the Project. A Notice to Proceed shall be required for all Project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

SECTION VII. Project Schedule. The Recipient may apply to the Director in writing for an extension of the date of Closing. Such requests for extension must specify the reasons for delay and the date such acquisition will close. The Director will review such requests for extension and may, at the Director's sole discretion, extend the date of Closing.

Any site improvement or other work on a Project shall be commenced within thirty (30) days of the date set forth in Appendix A, Page 2 for the start of site improvements, or this Agreement may become null and void at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate such site improvements or other work. The Recipient shall specify the reasons for the delay in commencement and provide the Director with any new start date of construction. The Director will review such requests for extensions and may extend the start date.

SECTION VIII. Disbursements for Site Improvements. All payments made by the OPWC for site improvements or other work shall be made directly to the Contractor that performed the work and originated the invoice, unless the request is for disbursement to the Recipient.

- A. **Project Administration Designation.** The Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix B of this Agreement.
- B. **Disbursements to Contractors to Pay Costs of the Project.** The Recipient shall require that as work on the Project is performed, as specified in its contract, a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding said certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such

invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he/she considers appropriate and, if he/she approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section. The aggregate dollar amount for such Disbursement Requests shall not exceed the grant amount set forth in Appendix C. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall initiate payment in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request as long as items are deemed by the Director to be accurate and complete.

Prior to any disbursement from the OPWC, the following documents shall be submitted to the Director by the Recipient:

1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
2. If the request is for disbursement to the Recipient under another method of reimbursement approved as set forth above, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
3. The Project Manager's certification pursuant to this Section of this Agreement;
4. The Disbursement Request properly executed by the Chief Executive Officer and the Chief Fiscal Officer; and
5. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director. In the event that any money is disbursed to the Recipient pursuant to this Section of this Agreement to pay a portion of an invoice submitted by a Contractor, the Recipient shall expend such money to pay such Contractor for costs of the Project within twenty-four (24) hours after receipt thereof. The Recipient shall hold such moneys uninvested pending payment to the Contractor.

- C. Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section II hereof is being or will be used to refinance, retire, or redeem all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes unless prior approval by the Director is given.
- D. Project Scope. The physical scope of the Project shall be limited to the Project description set forth in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, such changes must be approved through the execution of an amendment to this Agreement.
- E. Project Cost Overruns. In the event that the Recipient determines that the moneys provided pursuant to Section II hereof, together with the Matching Funds, are insufficient to pay in full the costs of the Project, the Recipient shall be responsible for such shortfall. In no manner shall this Agreement be deemed to obligate the OPWC for more than the grant money made available in Section II as set forth in Appendix C. Although the OPWC shall not be obligated to provide moneys beyond the grant money identified in this Agreement, the Recipient may request additional funds from the Natural Resources Assistance Council. In no event shall additional grant funds exceed seventy-five percent (75%) of the actual project costs.

SECTION IX. Deed Restrictions. The Recipient shall record the Deed Restrictions together with the deed. The Recipient agrees that the Deed Restrictions shall be perpetual and shall not be amended, released, extinguished or otherwise modified without the prior written approval of the Director, at the Director's sole and absolute discretion, who shall have full enforcement authority with respect to the Deed Restrictions. If any amendment, release, extinguishment or other modification of the Deed Restrictions should occur without the prior written approval of the Director, the Recipient or its successors and assigns as owner of the Land or interest therein, shall pay

to the OPWC upon demand from the Director the following: 1) all grant funds disbursed under this Agreement; and 2) liquidated damages equal to one hundred percent (100%) of the Funds disbursed by the OPWC for the Project together with interest accruing at a rate equal to six percent (6%) per annum from the date of Recipient's receipt of the grant.

SECTION X. Retainage. Except as provided in the second sentence of this Section, the Recipient shall comply in all respects with the requirements of Revised Code Sections 153.12, 153.13, 153.14, and 153.63, or other Law applicable to it including, but not limited to the provisions thereof, to the extent applicable to the Recipient, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow account established pursuant to Revised Code Section 153.63. The Recipient may use its legally applicable construction contract requirements for the Project, including but not limited to its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Revised Code Sections 153.12, 153.13, 153.14, and 153.63. All such amounts deposited into the escrow account established pursuant to Revised Code Section 153.63, if applicable, or as required by any other applicable Law shall be paid by the Recipient from the Matching Funds or other local source of funds, and shall not be paid from the moneys provided to the Recipient pursuant to Section II hereof.

SECTION XI. Conditions to Financial Assistance and its Disbursement. The OPWC's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

- A. The Recipient's acquisition and commitment of the Matching Funds necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement a description of the manner or mechanisms of providing Matching Funds pursuant to Revised Code Section 164.23(A)(6).
- B. The Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal Law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION XII. Representations, Warranties and Covenants of Recipient. The Recipient represents, warrants and covenants for the benefit of the OPWC as follows:

- A. The Recipient is a Local Political Subdivision or Nonprofit Organization with all the requisite power and authority to acquire and/or construct or improve, or provide for the construction or improvement of, and operate the Project under the laws of the State and to carry on its activities as now conducted.
- B. The Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement.
- C. This Agreement is the legal, valid and binding obligation of the Recipient subject to certain exceptions in the event of bankruptcy and the application of general principles of equity.
- D. The Recipient has complied with all procedures, prerequisites, and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code.
- E. The Recipient is not the subject nor has initiated any claim or cause of action that would give rise to any liability which would in any way inhibit the Recipient's ability to carry out its performance of this Agreement according to its terms.
- F. **Use of Proceeds.** With respect to the Project to be financed by moneys provided pursuant to Section II hereof:
 - 1. The total Cost of Project shall not and will not include any cost which does not constitute costs as provided in Revised Code Section 164.22;

2. All of the Project is owned, or will be owned, by the Recipient or another Nonprofit Organization approved by the Director;
 3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and
 4. The Recipient may depart from any of its agreements contained in subparagraph 3 if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.
- G. General Tax Covenant. The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes.
- H. Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those provided to the Recipient pursuant to Section II of this Agreement to fund the Project to completion.
- I. Construction Contract.
1. Ohio Preference. The Recipient shall, to the extent practicable, use and shall cause all of its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Section 164.05(A)(6) of the Revised Code;
 2. Domestic Steel. The Recipient shall use and cause all of its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Section 153.011 of the Ohio Revised Code;
 3. Prevailing Wage. The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Revised Code Sections 164.07(B) and 4115.03 through 4115.16;
 4. Equal Employment Opportunity. The Recipient shall require all Contractors to secure a valid Certificate of Compliance;
 5. Construction Bonds. In accordance with 153.54, et. seq. of the Ohio Revised Code, the recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100 percent (100%) of its contract price as security for the faithful performance of its contract;
 6. Insurance. The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance; and
 7. Supervision. The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.
- J. Minority Business Enterprise. The Recipient shall comply with the minority business requirements pursuant to Section 164.07(A) of the Revised Code and rule 164-1-32 of the Administrative Code when making direct purchases of equipment, materials or supplies.

SECTION XIII. Progress Reports. The Recipient shall submit to the OPWC, at the OPWC's request, summary reports detailing

the progress of the Project pursuant to this Agreement and any additional reports containing such information as the OPWC may reasonably require.

SECTION XIV. Audit Rights. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken to remedy or otherwise satisfactorily resolve each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION IV. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Matching Funds applicable to the Project.

SECTION XVI. Indemnification. 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, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Revised Code Section 126.30. Provided that the Recipient is not a Local Political Subdivision, the Recipient shall indemnify and hold harmless the Director, the OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, the Recipient's use or application of the funds being provided by the OPWC hereunder and the Recipient's construction or management of the Project.

SECTION XVII. Termination. The OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the terms or conditions contained herein. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which all of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Project, have been retired.

SECTION XVIII. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be located in the courts of Franklin County, State of Ohio.

SECTION XIX. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Law.

SECTION XX. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION XXI. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION XXII. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION XXIII. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION XXIV. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within the forty-five (45) day limit will result in this Agreement being declared null and void. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

SECTION XXV. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project No. CKKAE as of the date first written above.

RECIPIENT

James Bodenmiller, City Manager

The City of Springfield
76 East High Street

Springfield, OH 45502-

WITNESS

GRANTOR

STATE OF OHIO, OHIO PUBLIC WORKS
COMMISSION

By: 
Michael Miller, Director

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



WITNESS

APPROVED
FINANCE & ADMINISTRATION


APPENDIX A

PROJECT DESCRIPTION AND COMPLETION SCHEDULE

1) PROJECT DESCRIPTION / PHYSICAL SCOPE:

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

a) **PROJECT NAME: Buck Creek Restoration & Trail Restoration**

b) **SPECIFIC DESCRIPTION: The project is located adjacent to the Champion City Business Park (to the south) along Buck Creek (to the north) in the City of Springfield.**

c) **PROJECT TYPE; MAJOR COMPONENTS: The project consists of realigning a section of the existing multi-use trail to restore Buck Creek to a naturalized setting and alignment. The retaining walls will be removed to take advantage of the existing rock outcroppings to permit naturalized flows downstream.**

NOTE: OPWC deed restrictions are to be applied to the project location.

d) **PROJECT EMPHASIS: Water quality; Recreational, economic, and aesthetic benefits**

e) **TERMS OF EASEMENTS N/A**

f) **PUBLIC ACCESS INFORMATION The project is part of the Buck Creek Scenic Trail and has access from multiple locations, including one located immediately to the west through the Champion City Business Park.**

g) **OWNERSHIP MANAGEMENT OPERATION The Springfield Conservancy District owns the land in which the trail is located. The City of Springfield operates and maintains the trail. A cooperation agreement, dated April 1994, sets forth the rights and responsibilities for the trail system placed on the property.**

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2) PROJECT SCHEDULE:

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

<u>ACTIVITY</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
a) Plan Dates	05/16/2016	10/30/2016
b) Acquisition Dates		
c) Site Improvement Dates	10/31/2016	12/31/2017

Land acquisition and site improvements must begin within 30 days of the date(s) set forth herein for the start of land acquisition and site improvements, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for any extensions of these dates. The Recipient shall specify the reasons for the delay in the start of these activities and provide the Director with a new set of dates. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

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

APPENDIX B

PROJECT ADMINISTRATION DESIGNATION

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

- 1.) **James Bodenmiller / City Manager** to act as the Chief Executive Officer
- 2.) **Mark Beckdahl / Finance Director** to act as the Chief Fiscal Officer
- 3.) **Bryan Heck / Deputy City Engineer** to act as the Project Manager

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

APPENDIX C

PROVISION OF FINANCIAL ASSISTANCE

As authorized by Section II of this Agreement for the sole and express purpose of financing the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in Appendix D of this Agreement, the OPWC hereby agrees to provide financial assistance, subject to the terms and conditions contained in this Agreement, from the Clean Ohio Conservation Fund which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed **Two Hundred Forty-Nine Thousand, Three Hundred Twenty-Five Dollars (\$ 249,325)**. This financial assistance shall be provided in the form of a grant.

APPENDIX D

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

- 1) **OPWC/LOCAL SUBDIVISION PARTICIPATION PERCENTAGES:** For the sole and express purpose of financing/reimbursing costs of the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in this Appendix D, the Recipient hereby designates **The City of Springfield's Percentage Contribution** as amounting to a minimum total value of **25%** of the total Project Cost. The OPWC participation percentage shall be **75%**. However, in the event of a cost over-run, the maximum OPWC dollar contribution shall not exceed the amount identified in Appendix C.
- 2) **PROJECT FINANCING AND EXPENSES SCHEME:** The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project as defined and described in Appendix A of this Agreement to consist of the following components:

1.1 PROJECT ESTIMATED COSTS: Total dollars	\$ 332,433
a.) Acquisition Expenses	\$ 0
Fee Simple	\$ 0
Easement	\$ 0
b.) Planning and Implementation:	\$ 30,500
Appraisal	\$ 0
Title Work	\$ 0
Closing costs	\$ 0
Environmental Assessments	\$ 0
Design	\$ 30,500
Other Eligible Planning Costs	\$ 0
c.) Site Improvements:	\$ 250,286
d.) Permits, Advertising, Legal:	\$ 0
e.) Contingencies:	\$ 51,647
f.) Total Estimated Costs:	<u>\$ 332,433</u>

APPENDIX D

Page 2

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

- 1) **OPWC/LOCAL SUBDIVISION PARTICIPATION PERCENTAGES:** For the sole and express purpose of financing/reimbursing costs of the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in this Appendix D, the Recipient hereby designates **The City of Springfield's Percentage Contribution** as amounting to a minimum total value of **25%** of the total Project Cost. The OPWC participation percentage shall be **75%**. However, in the event of a cost over-run, the maximum OPWC dollar contribution shall not exceed the amount identified in Appendix C.
- 2) **PROJECT FINANCING AND EXPENSES SCHEME:** The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project as defined and described in Appendix A of this Agreement to consist of the following components:

1.2 PROJECT FINANCIAL RESOURCES:

a.) In-Kind or Force Account	\$ 0
b.) Applicant Contributions	\$ 33,108
c.) Other Public Revenues	
Land Water Conservation Fund	\$ 0
Nature Works	\$ 0
Ohio Environmental Protection Agency	\$ 0
Ohio Department of Natural Resources	\$ 0
Other Public Revenues	\$ 50,000
d.) Private Contributions	\$ 0
Subtotal Local Resources	<hr/> <hr/> \$ 83,108
e.) Clean Ohio Conservation Fund	\$ 249,325
Funds from Other NRAC	\$ 0
Dist Project ID	
Subtotal Clean Ohio Resources	<hr/> <hr/> \$ 249,325
f.) Total Financial Resources:	<hr/> <hr/> \$ 332,433

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

DISBURSEMENT REQUEST NUMBER: _____

Statement requesting the disbursement of funds from the Clean Ohio Conservation Fund pursuant to Section VI of the Project Agreement (the "Agreement") executed between the Director of the Ohio Public Works Commission (the "Director") and The City of Springfield, 023-74118, Clark (the "Recipient"), dated 08/31/2016, for the sole and express purpose of financing the Clean Ohio Conservation Project defined and described in Appendix A of the Agreement (the "Project") and named and numbered as Buck Creek Restoration & Trail Restoration, CKKAE.

EXPENDITURES PROGRESS:

	(1) AS PER <u>AGREEMENT</u>	(2) PAID PRIOR <u>TO THIS DRAW</u>	(3) AS PART OF <u>THIS DRAW</u>	(4) PAID TO DATE <u>(Column 2 + 3)</u>
a.) Acquisition Expenses	\$ 0	\$ _____	\$ _____	\$ _____
b.) Planning and Implementation	\$ 30,500	\$ _____	\$ _____	\$ _____
c.) Site Improvements	\$ 250,286	\$ _____	\$ _____	\$ _____
d.) Permits, Advertising, Legal	\$ 0	\$ _____	\$ _____	\$ _____
e.) Contingencies	\$ 51,647	\$ N/A	\$ N/A	\$ N/A
f.) Total Estimated Costs:	\$ 332,433	\$ _____	\$ _____	\$ _____

FINANCING PROGRESS:

	(1) AS PER <u>AGREEMENT</u>	(2) USED PRIOR <u>TO THIS DRAW</u>	(3) AS PART OF <u>THIS DRAW</u>	(4) USED TO DATE <u>(Column 2 + 3)</u>
1.2				
g.) Clean Ohio Fund	\$ 249,325	\$ _____	\$ _____	\$ _____
Other NRAC	\$ 0	\$ _____	\$ _____	\$ _____
	Dist Project ID			
h.) Local Share				
1) In-kind Contributions	\$ 0	\$ _____	\$ _____	\$ _____
2) Applicant Contributions	\$ 33,108	\$ _____	\$ _____	\$ _____
i.) Other Public Revenues				
1) Nature Works	\$ 0	\$ _____	\$ _____	\$ _____
2) LWCF	\$ 0	\$ _____	\$ _____	\$ _____
3) OEPA	\$ 0	\$ _____	\$ _____	\$ _____
4) ODNR	\$ 0	\$ _____	\$ _____	\$ _____
5) Other Revenues	\$ 50,000	\$ _____	\$ _____	\$ _____
6) Private Contributions	\$ 0	\$ _____	\$ _____	\$ _____
j.) Total Local	\$ 83,108	\$ _____	\$ _____	\$ _____
k.) Total Resources	\$ 332,433	\$ _____	\$ _____	\$ _____
(g+j for each column)				

[Note: Column total for Line (k) must be equal to the column totals for Line (f)]

CONTRACTOR/VENDOR PAYEE IDENTIFICATION:

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

1) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC \$ _____

PAYEE: _____

Address: _____

Phone: (____) _____ - _____

Federal Tax ID #: _____

2) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC \$ _____

PAYEE: _____

Address: _____

Phone: (____) _____ - _____

Federal Tax ID #: _____

3) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC \$ _____

PAYEE: _____

Address: _____

Phone: (____) _____ - _____

Federal Tax ID #: _____

4) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC \$ _____

PAYEE: _____

Address: _____

Phone: (____) _____ - _____

Federal Tax ID #: _____

OPWC Use Only	Accounting: _____
Approval by: _____	Auditor: _____
Date: ____/____/____	

APPENDIX F

ESCROW AGREEMENT Buck Creek Restoration & Trail Restoration CKKAE

This Escrow Agreement (this "Agreement") is made as of the ____ day of _____, 20____, by and among **THE STATE OF OHIO**, acting by and through the **DIRECTOR OF THE OHIO PUBLIC WORKS COMMISSION**, (the "Director" or the "OPWC"), The City of Springfield ("Recipient"), and _____ ("Escrow Agent").

RECITALS

A. The City of Springfield has applied for grant funds for a project eligible for funding pursuant to Sections 164.20 through 164.27 of the Ohio Revised Code (the "Grant").

B. The City of Springfield has entered into an agreement (the "Contract") with _____ ("Seller") for the purchase of fee simple title, or acquisition of such other interest approved by OPWC, of property of Seller located at _____ (the "Property"). A copy of the Contract is attached hereto as Exhibit A.

C. The City of Springfield and the OPWC have entered into a Grant Agreement funded through the Clean Ohio Conservation Fund dated 08/31/2016.

D. Pursuant to the terms of the Grant Agreement, OPWC desires to deposit in escrow with Escrow Agent the Grant funds to be disbursed to The City of Springfield for the purchase of the Property, or interest therein, in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

§1. Escrow of Funds. Subject to the terms and conditions of the Grant Agreement, OPWC will disburse to Escrow Agent Grant funds available to Recipient, which disbursement shall be made by a check sent to Escrow Agent via regular U.S. Mail, or by such other means determined by the Director in the Director's sole discretion, prior to the closing date as scheduled under the Contract (the "Escrow Funds"). The Escrow Funds shall be held by Escrow Agent, together with any funds of Recipient made available prior to closing on the terms and conditions hereinafter set forth.

§2. Delivery of Escrow Funds. Upon confirmation by Escrow Agent that the following conditions have been satisfied, Escrow Agent shall disburse the Escrow Funds to Recipient in connection with the closing of the purchase of the Property or other interest therein:

(a) Escrow Agent has confirmed that Recipient has sufficient funds to complete the purchase of, or acquisition of other interest approved by the Director in and to, the Property (the "Closing") and to pay all costs, fees and expenses to be paid by Recipient with respect thereto as disclosed on the settlement statement prepared by Escrow Agent and signed by Recipient and Seller (the "Settlement Statement").

(b) Upon recording of the Conveyance Instrument (as defined in subsection (d) of this Section 2), (i) Recipient will hold marketable title to the Property or (ii) if Recipient is acquiring an interest in the Property

other than fee simple, as approved by the Director, Seller holds marketable title to the Property and has granted a valid interest in the Property to Recipient pursuant to the Contract.

(c) If the Contract requires, or Recipient has requested and agreed to pay for, a title insurance policy with respect to the Property (the "Title Policy"), Escrow Agent, as title insurer or agent therefor, is prepared to issue the Title Policy to Recipient.

(d) Escrow Agent is prepared to record, on the date of Closing, (i) the deed, or other instrument appropriate for the interest in the Property to be conveyed pursuant to the Contract, from Seller to Recipient with respect to the Property (the "Conveyance Instrument"), and (ii) the deed restrictions approved by the Director with respect to the Property (the "Deed Restrictions").

(e) If Escrow Agent is an agent of a title insurance company, Escrow Agent has caused an insured closing letter to be issued to OPWC by such title insurance company with respect to Escrow Agent's acts in connection with the Closing and Escrow Agent's performance of its obligations under this Agreement.

§3. Recorded Instruments. Within sixty (60) days of Closing, Escrow Agent shall furnish to OPWC copies of the Settlement Statement, recorded Conveyance Instrument and recorded Deed Restrictions.

§4. Unused Escrow Funds. In the event that a Closing does not occur when required under the Contract, or in the event that the Closing does occur but Escrow Funds remain in an account with Escrow Agent, the Escrow Agent shall notify OPWC in writing promptly thereafter. After receipt of such notice, OPWC shall deliver written instructions to Escrow Agent directing Escrow Agent's release of the Escrow Funds. Immediately upon Escrow Agent's receipt of such notice from OPWC, Escrow Agent shall release the Escrow Funds, or balance thereof, in accordance with OPWC's written instructions.

§5. Notices. Any and all notices to be provided under this Agreement shall be addressed to the party to receive such notice at the address set forth below:

(a) If to OPWC, addressed to:

State of Ohio
Ohio Public Works OPWC
65 East State Street, Suite 312
Columbus, Ohio 43215
Attention: Director

(b) If to Recipient, addressed to:

The City of Springfield
76 East High Street

Springfield, OH 45502-

(c) If to Escrow Agent:

or at such other place or places or to such other person or persons as OPWC, Escrow Agent, or Recipient may designate by notice to the other parties. Notices hereunder may be given by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service with written acceptance of delivery. Notice shall be deemed

delivered (i) if by registered or certified mail, three (3) business days after deposit of the same with the U.S. Postal Service or (ii) if by overnight courier service, on the date evidenced by the written acceptance of delivery.

§6. Deposit of Escrow Funds. By its execution hereof, Recipient acknowledges that the deposit of the Escrow Funds into escrow with Escrow Agent does not confer any rights or claims to the Escrow Funds by Recipient unless all of the conditions in Section 2 above and the conditions as set forth in the Grant Agreement, have been satisfied.

§7. Disputes. If any disagreement or dispute shall arise between or among any of the parties hereto and/or any other persons resulting in adverse claims and demands being made for a Escrow Funds or any portion thereof, Escrow Agent shall immediately return the Escrow Funds to OPWC, whereupon Escrow Agent shall have no further obligations under this Agreement and Recipient and OPWC shall hold harmless Escrow Agent from any and all claims relating to this Agreement other than those arising from Escrow Agent's fraud, bad faith, negligence or intentional misconduct.

§8. Indemnification. 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 126.30 of the Revised Code. Provided that the Recipient is not a Local Political Subdivision (as defined in the Grant Agreement), the Recipient shall indemnify and hold harmless the Director, OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, Recipient's use or application of the funds being provided by OPWC hereunder and Recipient's construction or management of the Project.

§9. Time of Essence. Time is of the essence in the performance of the obligations set forth in this Agreement.

§10. Governing Law. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of Ohio.

§11. Beneficiary. This Agreement is not intended to confer any rights or remedies upon any person or party other than Escrow Agent, Recipient and OPWC.

§12. Construction. Wherever possible, the terms of this Agreement shall be construed and interpreted so as to be effective and valid under Ohio Law. If any provision of this Agreement or any document contemplated hereby shall be deemed invalid or prohibited under Ohio Law, such provision shall be invalid or prohibited only to the extent of such invalidity or prohibition, and Escrow Agent, Recipient and OPWC shall promptly consult and attempt to agree on a legally acceptable modification that gives effect to the commercial objectives of the unenforceable or invalid provision, and every other provision of such document shall remain in full force and effect.

§13. Modification. Neither this Agreement nor any provision hereof may be modified or amended except by an instrument in writing signed by all the parties hereto, and then only to the extent set forth in such instrument.

§14. Counterparts. This Agreement may be executed in any number of counterparts, each which shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their respective duly authorized representatives as of the date first above written.

RECIPIENT:

(Signature)

James Bodenmiller, City Manager

ESCROW AGENT:

(Signature)

(City, State, Zip)

Request for Commission Action City of Springfield, Ohio

Item Number: 98-13

Agenda Date: 9/13/16

Today's Date: 9/1/16

Subject: Change Order No. 1 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

Date of Prior Ordinance/Resolution: 4/16/13
7/5/16

Summary:

Work is continuing on the above referenced project. In order to compensate the contractor for additional items, 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. 1 to A & B Asphalt Corporation in the amount of \$1,414.20 by emergency ordinance at its September 13th meeting.

Department/Division	Fund Description	Account Number	Actual Cost
Engineering	ODOT		\$ 1,131.36
Engineering	OPWC		\$ 282.84

Total Cost: \$ 1,414.20

AN ORDINANCE NO. _____

Confirming and approving Change Order No. 1 to the contract between the City and A & B Asphalt Corporation for the CLA - Burnett Road Reconstruction, PID No. 94795 project to increase the contract amount by \$1,414.20, for a total contract amount not to exceed \$589,972.20; authorizing the City Manager to execute said Change Order No. 1; 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. 1 to the contract between the City and A & B Asphalt Corporation, for the CLA - Burnett Road Reconstruction, PID No. 94795 project to increase the contract amount by \$1,414.20, for a total contract amount not to exceed \$589,972.20.

Section 2. That the City Manager is hereby directed and authorized to endorse upon Change Order No. 1, 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 1 (One)

DATE September 1, 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
261	Pavement Restoration, Type C-Mod 10 LF @ \$9.00		\$90.00
609	Curb and Gutter, Type B, Radius 50 LF @ \$26.00		\$1,300.00
653	Topsoil Furnished and Placed 0.44 CY @ \$55.00		\$24.20
TOTAL DECREASE		\$0.00	\$1,414.20

The sum of \$1,414.20 is hereby added to, ~~deducted from the total.~~ Therefore, the adjusted contract price to date is \$589,972.20.

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

Request for Commission Action City of Springfield, Ohio

Item Number: 33-11

Agenda Date: 9/13/16

Today's Date: 9/6/16

Subject: Change Order No. 9 with Sunesis Construction Co. for the CLA – Veterans Bridge Project, PID No. 88484

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: 11-39
11-231
13-175
14-203
14-273
15-122
15-169
15-205
15-228
15-286
16-29
16-39
16-161

Date of Prior

Ordinance/Resolution: 2/8/11
8/30/11
7/9/13
7/22/14
10/14/14
4/28/15
6/9/15
7/7/15
8/18/15
10/27/15
1/19/16
2/2/16
6/7/16

Summary:

In order to compensate the contractor for correct quantities used on 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 Sunesis Construction Co., in the amount of (\$3,000.00) by emergency ordinance at its September 13th meeting.

Department/Division	Fund Description	Account Number	Actual Cost
Engineering	ODOT		(\$ 2,250.00)
Engineering	OPWC		(\$ 750.00)

Total Cost: (\$ 3,000.00)

AN ORDINANCE NO. _____

Confirming and approving Change Order No. 9 to the contract between the City and Sunesis Construction Company for the CLA Veterans Bridge Project, PID No. 88484 to decrease the contract amount by \$3,000.00, for a total contract amount not to exceed \$2,548,553.78; 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 Sunesis Construction 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. 9 to the contract between the City and Sunesis Construction Company for the CLA Veterans Bridge Project, PID No. 88484 to decrease the contract amount by \$3,000.00, for a total contract amount not to exceed \$2,548,553.78.

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 September 6, 2016

TYPE OF PROJECT: CLA - Veterans Bridge, PID No. 88484

CONTRACTOR: Sunesis Construction Co., 2610 Crescentville Rd., West Chester, OH 45069

The following changes are hereby made to the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
*832	Erosion Control (3,000) EA @ \$1.00	(\$3,000.00)	
TOTAL INCREASE			\$0.00
TOTAL DECREASE		(\$3,000.00)	

The sum of **(\$3,000.00)** is hereby ~~added to~~, **deducted from the total**. Therefore, the adjusted contract price to date is \$2,548,553.78.

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

Request for Commission Action City of Springfield, Ohio

Item Number: 016-16

Agenda Date: 9/13/16

Today's Date: 9/6/16

Subject: Change Order No. 5 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 type="checkbox"/> Contract

Prior

Ordinance/Resolution: 16-13
16-160
16-210
16-219
16-251

Date of Prior

Ordinance/Resolution: 1/5/16
6/7/16
7/19/16
8/2/16
8/30/16

Summary:

In order to allow enough time for the project completion, a contract change order that extends the contract completion date from September 2, 2016, to September 23, 2016, 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. 5 to J & J Schlaegel, Inc., by emergency ordinance at its September 13th 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>
----------------------------	-------------------------	-----------------------	--------------------

AN ORDINANCE NO. _____

Confirming and approving Change Order No. 5 to the contract between the City and J & J SchaegeI, Inc. for the CLA-Little Miami Trail Extension Project, PID No. 82314 to extend the project completion date to September 23, 2016; authorizing the City Manager to execute said Change Order No. 5; and declaring an emergency.

...oooOOOooo...

WHEREAS, it is necessary that this Ordinance become effective immediately in order to compensate J & J SchaegeI, 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. 5 to the contract between the City and J & J SchaegeI, Inc. for the CLA-Little Miami Trail Extension Project, PID No. 82314 to extend the project completion date to September 23, 2016.

Section 2. That the City Manager is hereby directed and authorized to endorse upon Change Order No. 5, 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 5 (Five)

DATE September 6, 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: CHANGE IN COMPLETION DATE ONLY		
TOTAL INCREASE			\$0.00
TOTAL DECREASE		\$0.00	

The sum of \$0.00 is hereby added to, deducted from the total. Therefore, the adjusted contract price to date is \$980,364.08.

The time provided for completion in the contract has been extended to **September 23, 2016**. 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

Request for Commission Action City of Springfield, Ohio

Item Number: 126-16

Agenda Date: 9/13/2016

Today's Date: 9/6/2016

Subject: Resolution Accepting/Authorizing 2017 Tax Rates

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Bob Mauch, Ext. 7329

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

I request that an Emergency Resolution authorizing the 2017 property tax levies be scheduled for inclusion on the September 13, 2016 City Commission legislative agenda.

The purpose of the Emergency Resolution is to accept the amounts and rates allocated to the City for the 2017 Budget Year as determined by the Budget Commission of Clark County, authorizing the necessary tax levies, and providing for the certification of the Resolution and such levies to the County Auditor.

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

This is a routine annual measure required by the Ohio Revised Code to accept the dollar amounts and millage rates calculated and "allocated" to the City of Springfield for fiscal year 2017 by the Clark County Budget Commission. The levies/amounts are in accordance with our formal request made in the 2017 Tax Budget. The 2017 levies are: 0.6 mill Police & Fire Pension (accrued liability), 3.0 mills Special Police Levy, 0.53 mill Conservancy District.

The Ohio Revised Code requires that the resolution be passed and certified to the County Auditor before the statutory deadline of October 1 so that he may levy them on the City's behalf. The City received the final calculations of the levies and amounts on September 6. Emergency legislation enables the Finance Department and Clerk of the City Commission to prepare and certify the necessary documents before the statutory deadline.

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

Total Cost:

A RESOLUTION NO. _____

Accepting the amounts and rates allocated to The City of Springfield, Ohio, as determined by the Budget Commission of Clark County, Ohio; authorizing the necessary tax levies; providing for the certification of this Resolution and the tax levies to the County Auditor of Clark County, Ohio; and declaring an emergency.

...ooo000ooo...

WHEREAS, the City Commission in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2017; and

WHEREAS, the Budget Commission of Clark County, Ohio, has certified its action thereon to this Commission together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Commission and what part is without, and what part within, the ten mill tax limitation; and

WHEREAS, it is necessary that this Resolution be adopted immediately in order to meet the filing deadline of October 1, 2016, which this Commission finds creates an emergency to preserve the public peace, property, health and safety, necessitating the immediate effectiveness of this Resolution: NOW, THEREFORE:

BE IT RESOLVED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the amounts and rates for the next succeeding fiscal year commencing January 1, 2017, as determined by the Budget Commission in its certification, are hereby accepted.

Section 2. That there is levied on the tax duplicate of the City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX
APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED
TAX RATES
FISCAL YEAR 2017

FUND	Amount to Be Derived from Levies Outside the 10 Mill Limitation	Amount to Be Derived from Levies Inside the 10 Mill Limitation	County Auditor's Estimate of Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
	Column II	COLUMN III	IV	V
Special Police Levy	\$2,287,389	-0-	--	3.00
Police and Fire Pension	-0-	\$457,478	.60	--
Springfield Conservancy District	\$ 404,106	-0-	--	0.53
TOTALS	\$2,691,495	\$457,478	.60	3.53

SCHEDULE B
LEVIES OUTSIDE 10-MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to be Levied	County Auditor's Estimate of Yield of Levy
Special Police Levy Fund authorized by voters on May 8, 2001	3.000	\$2,287,389
Conservancy District Fund authorized by voters in 1913	0.530	\$404,106
TOTALS	3.530	\$2,691,495

Section 3. That the Clerk of the City Commission is directed to certify a copy of this Resolution to the County Auditor of Clark County, Ohio.

Section 4. That the Tax Budget previously adopted by this Commission and the amount levied on the tax duplicate of the City reflects the two and seven tenths mill reduction on the amount levied on the tax duplicate as required by Section 195.19 of the Codified Ordinances of The City of Springfield, Ohio.

Section 5. That by reason of the emergency set forth and defined in the preamble hereto, this Resolution shall take effect and be in force immediately.

ADOPTED 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: 228-16

Agenda Date: 9/13/16

Today's Date: 8/31/16

Subject: RESOLUTION with Ohio Department of Transportation (ODOT) for Proposed National and Statewide Bicycle Route Network

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda, City Engineer

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

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

The Ohio Department of Transportation (ODOT) is recommending designating Ohio's first U.S. and State Bike Route network by coordinating with local jurisdictions. This network will be similar to the interstate and state route system of highways. ODOT intends to have 5 U.S. bike routes and 18 state bike routes, and one of these proposed routes are planned to follow roadways or trails that are under the City of Springfield jurisdiction.

In order to be included in this, a resolution must be passed.

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

This resolution with the Ohio Department of Transportation must be approved as an emergency in order to have the passed resolution returned to ODOT by their deadline of September 30, 2016.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Engineering			\$-0-

A RESOLUTION NO. _____

Expressing approval and support for the development of State and US Bicycle Routes; and declaring an emergency.

...ooo000ooo...

WHEREAS, bicycle tourism is a growing industry in North America, contributing \$133 billion a year to the economies of communities that provide facilities for such tourists; and

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) has designated a series of corridors crossing Ohio to be developed as various US Bicycle Routes; and

WHEREAS, the Ohio Department of Transportation has designated a series of corridors crossing Ohio to be developed as various US Bicycle Routes to connect the US Bicycle Routes and communities, with State Bike Route 3 passing through the City of Springfield, Ohio; and

WHEREAS, the Ohio Department of Transportation has designated a series of corridors crossing Ohio to be developed as various State Bicycle Routes; and

WHEREAS, the Ohio Department of Transportation is supportive of AASHTO designated bicycle routes through Ohio, subject to ongoing collaboration with affected jurisdictions to inventory, analyze, and designate specific facilities the routes will traverse; and

WHEREAS, the City of Springfield, Ohio and the Adventure Cycling Association, with the cooperation of the Ohio Department of Transportation and other stakeholders, have proposed specific routes to be designated, a map of which is attached hereto as Exhibit A; and

WHEREAS, the City of Springfield Engineering Department has investigated the proposed route and found it to be a suitable route, and desire that the route be designated so that it can be mapped and signed, thereby promoting bicycle tourism in the City of Springfield, Ohio area; and

WHEREAS, the City acknowledges that the route may change over time because new facilities are being constructed that are more suitable for bicyclists; and

WHEREAS, it is necessary that this Resolution be adopted immediately in order to comply with deadlines imposed by the Ohio Department of Transportation, which this

Commission finds creates an emergency to preserve the public peace, property, health and safety, necessitating the immediate effectiveness of this Resolution: NOW, THEREFORE:

BE IT RESOLVED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the City of Springfield, Ohio hereby expresses its approval and support for the development of State and US Bicycle Routes, and requests that the appropriate officials see to it that the route is officially designated by AASHTO and the Ohio Department of Transportation. Once the Route is approved, there may be efforts to publicize the route via internet maps, incorporating the Route on local maps, etc. Tourism agencies may be involved in these efforts.

Section 2. That by reason of the emergency set forth and defined in the preamble hereto, this Resolution shall take effect and be in force immediately.

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

226-16

LIQUOR PERMIT REQUEST REVIEW FORM

DATE: August 29, 2016

APPLICANT'S NAME: U Mundo Café LLC
dba Un Mundo Café

ADDRESS OF PERMIT PREMISE: 117 S. Fountain Avenue
Springfield OH 45502

RETURN REPORT BY: September 7, 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

9/2/16
[Signature]

Police Chief

[Signature]

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)

**NOTICE TO LEGISLATIVE
AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

6232455		NEW		UN MUNDO CAFE LLC DBA UN MUNDO CAFE 117 S FOUNTAIN AV SPRINGFIELD OH 45502
PERMIT NUMBER		TYPE		
08 10 2016				
ISSUE DATE				
FILING DATE				
D2				
PERMIT CLASSES				
12	099	A	B27867	
TAX DISTRICT		RECEIPT NO.		

FROM 08/23/2016

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 08/23/2016

RESPONSES MUST BE POSTMARKED NO LATER THAN.

09/23/2016

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 NEW 6232455

(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

6232455 PERMIT NBR
UN MUNDO CAFE LLC
DBA UN MUNDO CAFE
117 S FOUNTAIN AV
SPRINGFIELD OH 45502

WILLIAM A LEVEL

08/18/2016 ACTIVE

MNMB5%V5%M

PA2-KEY = END SESSION, CLEAR-KEY = END OPTION, ENTER-KEY = TO CONTINUE

INTER-OFFICE COMMUNICATION

FROM THE DESK OF: CAPT. HILL

DATE: 9-6-16

TO: INVESTIGATIVE FILE

**RE: LIQUOR PERMIT REQUEST FOR Un Mundo Café LLC dba Un Mundo Cafe
117 S. Fountain Ave**

Sir,

I would like to offer the following information regarding the liquor permit request for Un Mundo Cafe at 117 S. Fountain Ave. The permit is a class D2 permit which would allow for the sale of wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1:00AM.

I spoke to William "Duke" Level on the phone on 9-6-16. He stated that the hours will likely be Monday through Thursday 7:00 AM to 6:00 PM, Friday 7:00 AM to 10:00 PM, Saturday 8:00 AM to 10:00 PM, and Sunday 10:00 AM to 4:00 PM. He stated that they have six employees, and he will manage the day-to-day activity with his wife and son. He stated that their ID policy will be based on whether or not a person looks old enough. The business phone will stay the same, 937-323-8355.

A local court records check did not reveal any records for William Level or William Levelle. There is a William A. Levelle in police records. His activity in police records shows him being a reporting person and a witness.

Police records show the following calls for service to 117 S. Fountain Ave in the past 12 months:

9-5-16	Alarm	2-9-16	Alarm
8-27-16	Bulletin Check	2-12-16	Animal
8-27-16	Alarm	1-28-16	Alarm
8-25-16	Bulletin Check	11-1-15	Alarm
8-17-16	Suicide	10-14-15	Accident
8-17-16	Suspicious Activity		
7-29-16	Traffic		
6-29-16	Dangerous Condition		
3-15-16	Disorderly		

The business is located in a mostly commercial area.

Respectfully submitted,

Detective Gerrald Mitchell Jr.

LIQUOR PERMIT REQUEST REVIEW FORM

DATE: August 29, 2016

APPLICANT'S NAME:

^NU Mundo Café LLC
dba Un Mundo Café

ADDRESS OF PERMIT PREMISE:

117 S. Fountain Avenue
Springfield OH 45502

RETURN REPORT BY:

September 7, 2016 - NOON

FROM: CITY MANAGER'S OFFICE

TO: POLICE CHIEF

RECEIVED _____

FIRE CHIEF

RECEIVED 08-29-16 / dsk

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 _____

*Map Attached

**Certificate of Occupancy

(ATTACH BACK-UP MATERIAL IF NEEDED)

City of Springfield, Ohio, Fire Rescue Division
FMB Fire Safety Inspection Report

Date: 8/31/16

Inspection System Test

Time Begin 1015 hrs. Time End: 1030 hrs.

Occupancy Name (DBA)

UN MUNDO CAFE LLC LIQUOR PERMIT INSPECTOR

Number

Prefix

Street

117 N E W FOUNTAIN AV.

City

State

Zip Code

SPRINGFIELD OHIO 45502

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)

NO VIOLATIONS OR OBJECTIONS NOTED @ THIS
TIME. INSPECTION PASSED
JAG

Inspector's Signature: [Signature] 0028969

Employee No. 703

Failure to correct noted violations shall be in violation of Section 1503.99 of the Codified Ordinances of the City of Springfield, Ohio.

Owner/Occupant/Contractor Signature: [Signature]

LIQUOR PERMIT REQUEST REVIEW FORM

DATE: August 29, 2016

APPLICANT'S NAME:

U Mundo Café LLC
dba Un Mundo Café

ADDRESS OF PERMIT PREMISE:

117 S. Fountain Avenue
Springfield OH 45502

RETURN REPORT BY:

September 7, 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

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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)



Zoned CB-10, Central Business District