

CITY COMMISSION AGENDA

January 2, 2019

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, January 2, 2019.

PUBLIC HEARING

261-18 At 6:55 PM, a public hearing will be held in the City Commission Forum relative to the consideration of the proposed change in zoning for 11.01 acres at 1885 West First Street, from CH-1, Highway Commercial District, to CC-2, Community Commercial District.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

FIRST READINGS – ORDINANCES

The following legislation is being presented for the first time and requires presentation at a second meeting before vote on passage. The City Manager recommends passage on January 15, 2019:

261-18 Amending the Zoning Map of Springfield, Ohio by rezoning 11.01 acres at 1885 West First Street, Springfield, Ohio from CH-1, Highway Commercial District to CC-2, Community Commercial District.

267-16 Authorizing the City Manager to enter into Amendment No. 2 to the Agreement for Consulting Engineering Services [Concrete Inspection, Technical Specification Preparation and Construction Phase Services] with Burgess & Niple, Inc. for an amount not to exceed \$175,810.00, for a total contract amount not to exceed \$291,560.00.

SECOND READINGS – ORDINANCES

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

097-18 Authorizing the City Manager to enter into Amendment No. 1 to the contract for demolition services with Tony Smith dba Tony Smith Wrecking & Trucking to increase the contract amount by \$250,000.00, for a total amount not to exceed \$500,000.00.

272-18 Authorizing the procurement of new firearms, weapons and accessories for the City's Police Division from Vance's Law Enforcement, in exchange for the trade-in of certain court ordered confiscated weapons and duty weapons.

SECOND READINGS – RESOLUTIONS

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

273-18 Providing certification to the Economic Development Administration pursuant to Section D.03 and VIII.D of the March 15, 1993 Standard Terms and Conditions and the RLF Administrative Manual Grant.

274-18 Finding the necessity and declaring the intent to appropriate interests in real property in connection with providing the easement needed for the public purpose of constructing and maintaining sewer utilities, to wit, the Lagonda Avenue and James Street Storm Sewer Replacement Project.

EMERGENCY ORDINANCES

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

001-19 Providing for the transfer of monies among various funds.

002-19 Authorizing the City Manager to enter into an Owner's Representative Agreement with Rodgers Incorporated for professional consulting services relating to the construction of a downtown parking garage for an amount not to exceed \$87,150.00.

253-18 Authorizing the City Manager to enter into a Grant Agreement with the Turner Foundation for a grant to partially support CultureFest 2019 in an amount up to \$1,000.00; and authorizing the City Manager, Finance Director and Director of Community Development to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant and to comply with all relevant local, state and federal legal requirements.

234-18 Amending Ordinance No. 18-262 to revise the Ohio Department of Transportation grant amount to \$51,050.00.

159-17 Authorizing the City Manager to enter into a contract with J & J Schlaegel, Inc. for the East Harding Road Reconstruction Project for an amount not to exceed \$568,852.52.

003-19 Authorizing the City Manager to enter into a Shelter Plus Care 2 Grant Agreement (Grant #OH0295L5E071709) with the United States Department of Housing and Urban Development in an amount not to exceed \$33,375.00; authorizing the City Manager and the Director of Finance to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant agreement and to comply with all relevant local, state and federal legal requirements; authorizing the City Manager to enter into a Subrecipient Funding Agreement (Shelter Plus Care 2 Sponsor Based Rental Assistance -- 2018-2019) by and among the City, Springfield Metropolitan Housing Authority and the District Council of Springfield, Ohio of St. Vincent DePaul, Inc. to conduct a Shelter Plus Care 2 funded Sponsor Based Rental Assistance and Administration Program in an amount not to exceed \$31,284.00; confirming and approving related expenditures occurring from December 1, 2018 to the date of this ordinance.

081-16 Authorizing the City Manager to enter into a Second Amendment to the Grant Agreement with the Ohio Development Services Agency extending the project completion date to December 31, 2019 and modifying the Scope of Work.

NEW ITEMS ON THE AGENDA

REMARKS FROM THE AUDIENCE

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jim Bodenmiller", written in a cursive style.

Jim Bodenmiller
City Manager

261-18



CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

MOTION SHEET

DATE: November 20, 2018

TO: City Commission

FROM: City Planning Board

SUBJECT: CPB-REZONING 18-Z-06

REQUEST: Rezoning from CH-1 to CC-2

RECOMMENDED ACTION: 14 Day Ordinance

The following motion was made at the regular November 15, 2018 City Planning Board meeting:

MOTION: Motion by Mr. Smith to approve Case # 18-Z-06 Rezoning Request from 1885 W 1st St LLC to rezone 1885 W First St from CH-1, Highway Commercial District to CC-2, Community Commercial District. Seconded by Ms. Anderson.

VOTE: YAYS: Ms. Lewis-Campbell, Mr. Shankar, Ms. Anderson, Ms. George, Mr. Smith and Ms. Roberge.
NAYS: None. Motion approved.

cc: Tom Franzen
Jill Pierce

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Stephen Thompson".

Stephen Thompson
Planning Zoning and Code Administrator

Attachments:

1. Staff Report
2. Application and Attachments

Staff Report

TO: City Planning Board

DATE: November 7, 2018

PREPARED BY: Stephen Thompson

SUBJECT: Rezoning Case #18-Z-06

GENERAL INFORMATION:

Applicant: 1885 W First St LLC, 10734 Sky Prairie St., Fishers, IN 46038

Owner: 1885 W First St LLC, 10734 Sky Prairie St., Fishers, IN 46038

Requested Action: Rezoning from CH-1, Highway Commercial District to CC-2, Community Commercial District

Location: 1885 W First St

Size: 11.01 acres

Existing Land Use and Zoning: Vacant, CH-1

Surrounding Land Use and Zoning: North: Commercial, CH-1
East: Commercial, CH-1
South: Manufacturing, M-1
West: Springfield Township A, Agricultural Residential and R-2, Single-Family Residential District

Applicable Regulations: Chapter 1174 Amendments

File Date: October 18, 2018

BACKGROUND:

The applicant seeks to rezone the property to utilize the space for indoor self-storage. The site is the former Target location. The self-storage use requires a conditional use from the Board of Zoning Appeals. The corridor along W First St. has more in common with other areas zoned CC-2 in comparison to CH-1.

ANALYSIS:

Land Use Plan and Zoning:

The Connect Clark County Comprehensive Plan shows this future character area as "Commercial Center."

Staff Report

CC-2 allows for the following uses:

Principal Uses

- (a) Business service establishment, except a drive- in facility.
- (b) Club.
- (c) Food locker.
- (d) Meeting hall.
- (e) Museum and art gallery.
- (f) Office use allowed in the CO-1 District.
- (g) Personal service establishment, except a drive- in facility.
- (h) Retail establishment (including a restaurant), except those uses listed as conditional uses.
- (i) Theater.
- (j) Financial Institution.
- (k) Hotel or motel.

Provisional Uses

None

Conditional Uses

- (a) Animal specialty service, veterinary clinic, and animal hospital. Such uses shall be subject to the following requirements:
 - (1) The facility shall have no outside runs.
 - (2) Animals shall not be housed outside nor shall cages be stored outside.
 - (3) The building housing the facility shall be sound proofed to minimized the transmission of sound outside the walls of the building. A minimum sound transmission coefficient of 40 shall be maintained.
 - (4) All facilities shall be constructed and maintained in such a manner so as to prevent the emission of noxious or offensive odors.
 - (5) The facility shall be limited to the care of small domestic animals.
- (b) Automobile and truck oriented use.
- (c) Cemetery.
- (d) Day-care center.
- (e) Commercial recreational use.
- (f) Dwelling located above the ground floor of another principal use allowed in this district, provided the density does not exceed one (1) dwelling unit per 1,800 square feet of lot area.
- (g) Funeral home subject to the requirements of 1135.
- (h) Public utility or public use.
- (i) Religious institution.
- (j) School, specialized private instruction.
- (k) Emergency housing, provided there shall be at least 300 square feet of lot area for each permanent resident and 200 square feet for each guest.
- (l) Drive-in facility for a financial institution.
- (m) Mini -warehouse or self-storage facilities subject to the following requirements:

Staff Report

- (i) Such mini-warehouse or self-storage facilities must be located at the rear of a lot used for other CC-2 purposes.
- (ii) The lot on which such use is permitted must have frontage on a thoroughfare as the same is shown on the adopted Thoroughfare Plan of The City of Springfield, Ohio, and entrance and exit to such use shall be from such thoroughfare.
- (iii) All drives and parking areas serving the use shall have a paved surface such as asphalt, concrete, or like material.
- (iv) Any such use on a lot located within 150 feet of or abutting a lot having a residential use in an R district shall be screened in accordance with the requirements of Section 1161.02(h) of this Zoning Code.
- (v) There shall be one (1) off-street parking space for each 3,000 square feet of storage and such off-street parking shall be subject to Section 1158.02(b) of this Zoning Code.
- (n) Community Center, subject to the requirements of Chapter 1135.

Surrounding Land Use:

CC-2 is compatible with the surrounding land uses.

Thoroughfare Plan:

W First St. is classified as a Collector Street.

STAFF RECOMMENDATION:

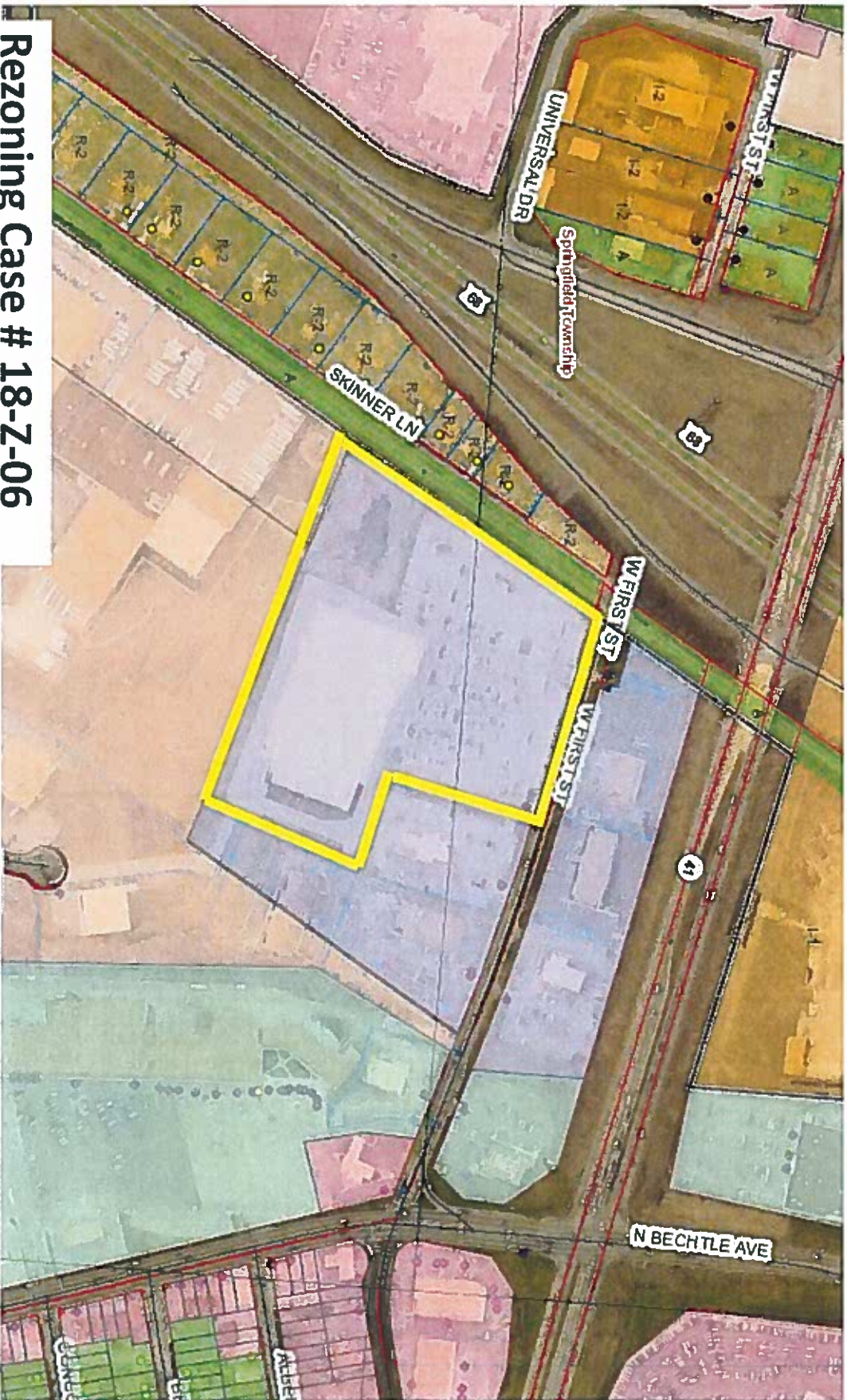
Approval of the request to rezone 1885 W First St. from CH-1 to CC-2.

ATTACHMENTS:

1. Vicinity and zoning map
2. Application

Rezoning Case # 18-Z-06





Rezoning Case # 18-Z-06

**FOR PLANNING USE ONLY**Case #: 18-2-026Date Received: 10/18/18Received by: 51Application Fee: \$ 285

Review Type:

☐ Admin ☒ CPB ☐ BZA**GENERAL APPLICATION****A. PROJECT**

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

Rezoning of former Target Store located at 1885 W. 1st Street, Springfield, Oh to CC-2
in order to accomodate use as indoor climate controlled indoor self-storage

2. Address of Subject Property:

1885 W. 1st Street Springfield, Ohio 45504

3. Parcel ID Number(s):

33006000112010834. Full legal description attached? ☒ yes ☐ no

5. Size of subject property:

105,150 sq foot building located on 11.055 acres

6. Existing Use of Property:

VACANT - former location of Target Retail Store

7. Existing Zoning of Property:

CH-1**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): 1885 W. 1st Street, LLC, By Jennie KirbyTitle: Vice PresidentCompany (if applicable): 1885 W. 1st Street, LLCMailing address: 10734 Sky Prairie StreetCity: Fishers State: IN ZIP: 46038Telephone: (317) 863-4177 FAX: (317) 863-5701Email: rmccormack@mccdev.com

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

Name of Owner (title holder): N/A

City of Springfield ■ Community Development Department ■ Planning & Zoning Division

City Hall: 2nd Floor • 76 E. High Street • Springfield, Ohio 45502
Phone: 937.324.7674 • Fax: 937.328.3558

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

1885 W 1st Street, LLC Jennie Kirby, V.P.

Typed or printed name and title of applicant

Signature of Co-applicant

Typed or printed name of co-applicant

State of Ohio

County of Marion

The foregoing instrument was acknowledged before me this 16th day of October, 2018 by
Jennie Kirby (name of person acknowledged).

(seal)



Kristin N Maple, Notary Public
White County, State of Indiana
Commission No: NP0710023
My Commission Expires: 02/01/2026

Kristin Maple
Notary Public Signature

My commission expires: 02/01/2026



REZONING APPLICATION

Date 10/18/2018

Property address 1885 W 1st Street, Springfield, Ohio 45504

The undersigned petitions that the following described property be rezoned from a(n)
CH - 1 District to a(n) CC - 2 District containing 11,055 acres.

Please submit the following Exhibits with this rezoning application:

EXHIBIT A

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

EXHIBIT B

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

EXHIBIT C

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

Directions for obtaining a list of Tax Mailing Addresses:

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

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

EXHIBIT D

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

EXHIBIT E

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

YES

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

YES

3. Does the proposed change in zoning conform to City's adopted Thoroughfare

City of Springfield ■ Community Development Department ■ Planning & Zoning Division

City Hall: 2nd Floor • 76 E. High Street • Springfield, Ohio 45502
Phone: 937.324.7674 • Fax: 937.328.3558

Plan? Will it adversely affect the capacity of the present road system in the area?
YES conforms with thoroughfare plan and will not adversely affect the capacity of the present road system

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

YES

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


Signature
1885 W 1st Street, LLC
By: Jennie Kirby, Vice President

EXHIBIT D

ZONING REQUEST STATEMENT

The site in question is the location of the former Target Retail Store which has been closed and vacant since 2016. After several years of being empty and available for sale, the parcel was recently purchased by 1885 W. 1St Street LLC, an Ohio Limited Liability Company. It had been, and still remains the intention of the new owner to convert the improvements on the parcel to a first class indoor, climate controlled self-storage facility.

The current zoning of the parcel is CH-1, Highway Commercial District, which according to the Zoning code, "is intended for the location of uses which cater to the motoring public." Although warehouseing is permitted in the CH-1 District, regrettably Mini-Warehouse or self-storage facilities are not.

Applicant submits that the requested zoning change from CH-1 to CC-2 is completely within the character for the corridor where the subject parcel is located. In fact, it is submitted that applicant's anticipated use of the parcel, as an indoor, climate controlled self-storage facility is consistent with the area's use prior to the construction of the Target Building.

As is apparent by the number of vacant structures on W. 1st Street, the dead end nature of the Street has not lended itself well to retail or restaurant use and the requested zoning change would benefit the community and the spirit and intent of the City of Springfield's Zoning Code.

It is submitted that indoor, climate controlled, secure, self-storage is certainly less obtrusive than warehousing. The self-storage units would be contained within the structure currently located on the subject parcel.

APPROVED
Clark County Tax Map

SEP 10 2018
☒ Legal Description
☐ Survey Plat / Lotsplit
☐ Subdivision / Annexation

Transferred
Sale Price 2,510,000.-

3428
SP SEP 14 2018

John S. Federer
Auditor

Limited Warranty Deed

TARGET CORPORATION, a Minnesota corporation, ("Grantor") successor by merger with Dayton Hudson Corporation, a Minnesota corporation, as evidenced by Affidavit recorded in the office of the County Recorder for Clark County, Ohio as Instrument No. 201600004088, whose address is 1000 Nicollet Mall, Minneapolis, Minnesota 55042, for valuable consideration paid, hereby grants, bargains, sells and conveys, with limited warranty covenants, to **1885 W 1ST STREET, LLC**, an Ohio limited liability company ("Grantee") whose tax mailing address is 10734 Sky Prairie Street, Fishers, Indiana 46038, that certain real property (the "Property") located in Clark County, Ohio and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, together with all buildings and other improvement and all rights, easements, interests, privileges, tenements and hereditaments, now or hereafter, appurtenant to the Property. Grantor does hereby bind itself and its heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Property unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under the Grantor, but not otherwise.

This conveyance is subject to (i) real estate taxes and installments of special assessments not yet due and payable, (ii) all matters of record, (iii) all matters which would be disclosed by an accurate survey of the property, and (iv) acts of Grantee.

(Signature Page Follows)

When Recorded Return To: SF
First American Title Insurance Company
National Commercial Services
121 S. 8th Street, Suite 1250
Minneapolis, MN 55402
File No: NCS 963041

NCS-963041-MPLS (SF)

FIRST AMERICAN TITLE
121 SOUTH 8TH STREET
SUITE 1250
MINNEAPOLIS, MN 55402



Executed this 31st day of August, 2018.

By: [Signature]
Name: Laurie Mahowald
Title: Vice President
Target Corporation

The foregoing instrument was acknowledged before me this 29 day of August, 2018, by Laure Mahonald the Vice President of Target Corporation, a Minnesota corporation, on behalf of the corporation.



Page: 2 of 3



201800012488
BK 2148 PG 5303

Exhibit A
Legal Description of Property

Situate in the State of Ohio, County of Clark, and within the corporate limits of the City of Springfield and being part of Sections 11 and 12, Town 4, Range 9, Between the Miami Rivers Survey, and being described as follows:

Beginning at a 5/8" re-bar with plastic cap (set) at the intersection of the southerly right-of-way of West First Street (60' right-of-way) with the easterly right-of-way line of the Erie Railroad (66' right-of-way);

thence with the southerly right-of-way line of said West First Street, South 72 degrees 26 minutes 27 seconds East, 476.61 feet to a 5/8" re-bar with plastic cap (set);

thence continuing with the south line of said West First Street and along a curve to the right, having a radius of 5897.15 feet, a central angle of 0 degrees 25 minutes 02 seconds and a chord which bears South 72 degrees 13 minutes 57 seconds East at 42.94 feet, an arc distance of 42.94 feet to a 5/8" re-bar with plastic cap (set) at the northwesterly corner of a 1.656 acre tract described in deed to Tumbleweed LLC recorded Book 1036, Page 65 of the Official Records of Clark County, Ohio;

thence with the west line of said Tumbleweed premises, South 17 degrees 44 minutes 00 seconds West, 340.00 feet to a 5/8" re-bar with plastic cap (set) at the southwest corner thereof;

thence with part of the south line of said Tumbleweed premises, South 70 degrees 57 minutes 10 seconds East, 179.60 feet to a 5/8" re-bar with plastic cap (set);

thence, South 21 degrees 29 minutes 44 seconds West, 361.18 feet to a 5/8" re-bar with plastic cap (set);

thence with part of the north line of premises described in deed to Eby-Brown Company recorded Book 86, Page 136 of the Official Records of Clark County, Ohio, North 68 degrees 30 minutes 16 seconds West, 889.98 feet to a 5/8" re-bar with plastic cap (set);

thence with the easterly right-of-way line of said Erie Railroad, North 35 degrees 59 minutes 21 seconds East, 678.87 feet to the point of beginning and containing 11.055 acres.

Parcel ID 330-06-00011-201-083

Prior instrument reference: Volume 1412 Page 394

Exhibit A
Legal Description of Property

Situate in the State of Ohio, County of Clark, and within the corporate limits of the City of Springfield and being part of Sections 11 and 12, Town 4, Range 9, Between the Miami Rivers Survey, and being described as follows:

Beginning at a 5/8" re-bar with plastic cap (set) at the intersection of the southerly right-of-way of West First Street (60' right-of-way) with the easterly right-of-way line of the Erie Railroad (66' right-of-way);

thence with the southerly right-of-way line of said West First Street, South 72 degrees 26 minutes 27 seconds East, 476.61 feet to a 5/8" re-bar with plastic cap (set);

thence continuing with the south line of said West First Street and along a curve to the right, having a radius of 5897.15 feet, a central angle of 0 degrees 25 minutes 02 seconds and a chord which bears South 72 degrees 13 minutes 57 seconds East at 42.94 feet, an arc distance of 42.94 feet to a 5/8" re-bar with plastic cap (set) at the northwesterly corner of a 1.656 acre tract described in deed to Tumbleweed LLC recorded Book 1036, Page 65 of the Official Records of Clark County, Ohio;

thence with the west line of said Tumbleweed premises, South 17 degrees 44 minutes 00 seconds West, 340.00 feet to a 5/8" re-bar with plastic cap (set) at the southwest corner thereof;

thence with part of the south line of said Tumbleweed premises, South 70 degrees 57 minutes 10 seconds East, 179.60 feet to a 5/8" re-bar with plastic cap (set);

thence, South 21 degrees 29 minutes 44 seconds West, 361.18 feet to a 5/8" re-bar with plastic cap (set);

thence with part of the north line of premises described in deed to Eby-Brown Company recorded Book 86, Page 136 of the Official Records of Clark County, Ohio, North 68 degrees 30 minutes 16 seconds West, 889.98 feet to a 5/8" re-bar with plastic cap (set);

thence with the easterly right-of-way line of said Erie Railroad, North 35 degrees 59 minutes 21 seconds East, 678.87 feet to the point of beginning and containing 11.055 acres.

Parcel ID 330-06-00011-201-083

Prior instrument reference: Volume 1412 Page 394

ARC CAFEUSA001 LLC
2325 E CAMELBACK RD SUITE
1100
PHOENIX, AZ 85016

CNI THL PROPCO FE LLC
515 S FLOWER ST 44TH FL
LOS ANGELES, CA 90071

LEWIS JAMES D & CAROLYN A
1231 SKINNER LANE
SPRINGFIELD, OH 45504

SHAW DAVID J & DIANE K
TRUSTEES
PO BOX 202
TREMONT CITY, OH 45372

YOUNG EDWARD
1205 SKINNER LN
SPRINGFIELD, OH 45504

BAKER LAYLA R
1237 SKINNER LN
SPRINGFIELD, OH 45504

COCHRAN DIANNA L
1143 SKINNER LN
SPRINGFIELD, OH 45504

MIDWEST HERITAGE INN OF
SPRINGFIELD OHIO
PO BOX 9118
FARGO, ND 58106

SOWERS SUSAN D
1137 SKINNER LN
SPRINGFIELD, OH 45504

LAGOS & LAGOS ATTN: SAM
PETROFF
5057 TROY RD
SPRINGFIELD, OH 45502

CHARLES & CO REALTY LLC
PO BOX 6467
ORLANDO, FL 32802

CS&H HOLDINGS LLC
PO BOX 2180
HENDERSONVILLE, NC 28793

NAWMAN DAVID A & DOLLA A
1225 SKINNER LN
SPRINGFIELD, OH 45504

WIM CORE PORTFOLIO OWNER
LLC
3414 PEACHTREE RD NE STE
250

1885 W 1ST STREET LLC
10734 SKY PRAIRIE ST
FISHERS, IN 46038



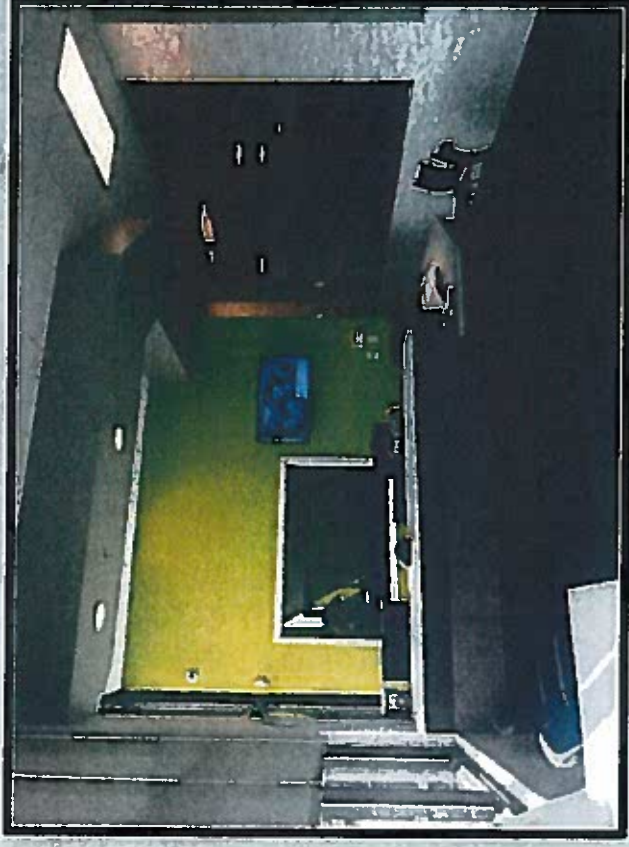
Midwest Self Storage Development, LLC

Interior Climate Controlled Units
Clean and Secure Facilities
Business and Personal Solutions

Effective Reuse for Vacant Structures



Modern Retail Office and Technology



Current Projects

Lafayette, IN former Stein Mart



Fort Wayne, IN former Grocery



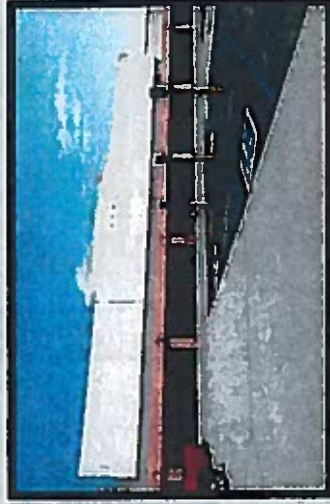
Danville, IL former Kmart



Lansing, MI former call center



Fort Wayne, IN former Kmart



Springfield, OH former Target



Self Storage Project Features

- Full-Time Professional On-Site Management
- State-of-the-Art Security and Passcode Access Systems
- 24 Hour Security Monitoring
- Motion-Detected LED Lighting Throughout
- Convenient and Secure Access and Loading Areas
- Modern Retail Office with Packing Supply Merchandise
- Improved Curb Appeal, Facade and Signage

EXTRA SPACE STORAGE

1005 W. 1ST STREET
SPRINGFIELD, OH

D218 0152

1/4" = 1'-0"

STEVE MILLICEN

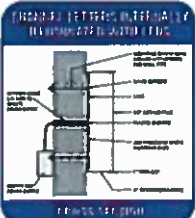
FEB 19 2015

354.80 SQ. FT.

FABRICATE AND INSTALL 1 SET OF
INTERNALLY ILLUMINATED CHANNEL LETTERS

FACES - 1/8" 2447 WHITE ACRYLIC
VINYL - #2500-106 BRILLIANT GREEN AND BLACK PERF
RETURNS - 4" BLACK
TRIM CAPS - 1" DOVE GRAY
BACKS - .063 ALUMINUM
LEDS - WHITE

INSTALLATION - MOUNTED FLUSH TO FASCIA



WALL 60 WOLFS TO 120 VOLTS UNLESS OTHERWISE SPECIFIED

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS AND ORDINANCES.



NOTE: DIMENSIONS ARE BASED ON ESTIMATED
DIMENSIONS. A FINAL SURVEY MAY ALTER
DIMENSIONS REPRESENTATION AND PLACEMENT



3/32" = 1'-0"

Sign Craft

1800-555-5555 OR VISIT US ONLINE AT WWW.SIGNCRAFT.COM

NOTE: THIS IS A PRELIMINARY DRAWING. THE FINAL DRAWING WILL BE PROVIDED TO THE CLIENT AT THE TIME OF THE FINAL DESIGN REVIEW. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES.

ExtraSpace
Storage







**NOTICE OF PUBLIC HEARING
PROPOSED REZONING**

Notice is hereby given that a public hearing will be held on Wednesday, January 2, 2019, at 6:55 P.M. (local time) in the City Commission Forum, City Hall, 76 East High Street, Springfield, Ohio, to consider the proposed change in zoning for 11.01 acres at 1885 West First Street, from CH-1, Highway Commercial District, to CC-2, Community Commercial District.

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

JILL R. PIERCE

CLERK OF THE CITY COMMISSION

NEWS-SUN: MONDAY, November 26, 2018

AN ORDINANCE NO. _____

Amending the Zoning Map of Springfield, Ohio by rezoning 11.01 acres at 1885 West First Street, Springfield, Ohio from CH-1, Highway Commercial 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 11.01 acres at 1885 West First Street, Springfield, Ohio, described as Parcel No. 3300600011201083, from CH-1, Highway Commercial 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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun

_____, 2019)

I do hereby certify that the foregoing Ordinance No. _____ was duly
published in the Springfield News-Sun on _____, 2019.

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 267-16

Agenda Date: 1/2/2019

Today's Date: 12/20/2018

Subject: WTP Concrete Rehabilitation Project Amendment 2

Submitted By: Chris Moore, Service Director

Department: Service

Contact: Tim Weaver, 525-5805

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input checked="" type="checkbox"/> Contract | |

Prior
Ordinance/Resolution: 17-205
16-339

Date of Prior
Ordinance/Resolution: 8/29/2017
12/6/2016

Summary:

Amendment 2 is a request to authorize engineering services for additional inspections, expanded design needs, and expanded construction management services associated with a plant-wide concrete rehabilitation project. Amendment 2 is for \$175,810, for a total project cost not to exceed \$291,560.

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

Department/Division	Fund Description	Account Number	Actual Cost
Service/WTP	Water Fund	221127-4030 PR6169	\$175,810

Total Cost: \$291,560

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into Amendment No. 2 to the Agreement for Consulting Engineering Services [Concrete Inspection, Technical Specification Preparation and Construction Phase Services] with Burgess & Niple, Inc. for an amount not to exceed \$175,810.00, for a total contract amount not to exceed \$291,560.00.

...oooOOOooo...

WHEREAS, the City and Burgess & Niple, Inc. entered into an Agreement for Consulting Engineering Services [Concrete Inspection, Technical Specification Preparation and Construction Phase Services] on December 20, 2016, and amended September 12, 2017, and now wish to amend said agreement to include additional services related to the design, specifications, bidding phase and construction phase services for the concrete rehabilitation of the Water Treatment Plant; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into Amendment No. 2 to the Agreement for Consulting Engineering Services [Concrete Inspection, Technical Specification Preparation and Construction Phase Services] with Burgess & Niple, Inc., a copy of which is attached hereto and is hereby approved, for an amount not to exceed \$175,810.00 for a total contract amount not to exceed \$291,560.00.

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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

AGREEMENT FOR CONSULTING ENGINEERING SERVICES
[Concrete Inspection, Technical Specification Preparation and Construction Phase Services]
[Amendment #2]

THIS AMENDING AGREEMENT is made and entered into this ____ day of _____, 201__ by and between **THE CITY OF SPRINGFIELD, OHIO** (hereinafter referred to as the "OWNER"), whose mailing address is 76 E. High St., Springfield, OH 45502 and **BURGESS & NIPLE, INC.** (hereinafter referred to as the "ENGINEER"), an Ohio corporation whose mailing address is 5085 Reed Rd., Columbus, OH 43220-4141.

WITNESSETH:

WHEREAS, OWNER and ENGINEER have entered into an AGREEMENT FOR CONSULTING ENGINEERING SERVICES [Concrete Inspection, Technical Specification Preparation and Construction Phase Services] dated December 20, 2016 and amended September 12, 2017 (hereinafter the "Project Agreement") and wish to amend the Project Agreement to provide for additional engineering services necessary for successful completion of the Project.

WHEREAS, OWNER needs additional assistance with design, specifications, bidding phase and construction phase services for the concrete rehabilitation of the Springfield Water Treatment Plant (WTP) for additional areas found during the inspection phase that need repairs and rehabilitation; and,

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

WHEREAS, OWNER has deemed it prudent to have the ENGINEER perform the additional assistance with design, specifications, bidding phase and construction phase services for the concrete rehabilitation of the WTP; and,

NOW, THEREFORE, the Project Agreement is amended to include the additional services related to the design, specifications, and construction phase services for the WTP's concrete rehabilitation, which the parties have agreed upon as follows:

ARTICLE I – ENGINEER'S ADDITIONAL ENGINEERING SERVICES

Section E. Article I is hereby amended by the addition thereto of Section 1.2.1 and by the amendment of Sections 1.4 and 1.5 to read as follows:

1.2.1 ENGINEER shall perform the following additional engineering services to enable OWNER to rehabilitate the OWNER's WTP per the recommendations of the Condition Assessment Report prepared by the ENGINEER and subsequent communications between the ENGINEER and the OWNER:

1.2.1.1 Make such plant visits as are necessary to finalize the design of additional needed items for the rehabilitation of the concrete and miscellaneous appurtenances at the WTP.

1.2.1.2 ENGINEER will prepare additional drawings and specifications for the additional needed items for the rehabilitation of the concrete and miscellaneous

appurtenances at the WTP. The additional items related to the rehabilitation of the concrete and miscellaneous appurtenances at the WTP include:

- Structural details for basins' wall removals and rebuild – WTP wall types include straight walls, tapered walls, chemical feed troughs/lime channels, walls with overflow weirs, walls with cantilevered walkways, walls supporting slabs and details are needed for each type of wall;
- Basins' walls repair below water line, cracks and concrete rebuild;
- Chemical building window sills replacement – WTP plans show 7 different details for the window sills, and the sills are precast concrete versus stone sills shown in WTP plans, so a specification is needed for precast or stone sills and on how to install them without compromising the window's integrity since the windows rest on the sills;
- Provide in the bidding documents the options for the contractor to bid for rebuilding the WTP's stairways or providing precast cast stairways similar in dimensions to the WTP's existing stairways;
- Replace existing pipe supports in the basins;
- Rake arms (welding repairs) and guide rails for rake arms, including their painting;
- Walkway bridges - repair of steel beam splices and end supports;
- Waterproofing of walls and adding waterproofing compound to concrete mix, specification revisions and notes to plans;
- Handrail modification details;
- Bypass pumping details and specifications are needed so the concrete wall at the basins' discharge structure can be repaired;
- Entire slabs of concrete to be rehabilitated, including concrete removal and rebuild (walkway between basins, dock areas for chemical building and filter building, entrance to chemical building) – details for each are needed;
- Preparing drawings and notes for the repair of a vertical crack in the Chemical Building's brick wall in one location;
- Preparing drawings and notes for the repair of concrete pedestals and flocculator supports with exposed rebar in the flocculator basins;
- Preparing specifications requiring contractor to retain an independent certified testing laboratory to ensure the project's concrete meets specification requirements; and,
- Preparing specifications for excavation, backfill, seeding & mulching around exterior walls that are to be rebuilt.

1.2.2 ENGINEER's design services do not include Chemical Building roof repairs or removal/repair of its chimney.

1.4 ENGINEER shall perform additional engineering services during the bidding phase to assist the OWNER in obtaining bids from reputable bidders for performing the needed repairs to rehabilitate the concrete and miscellaneous appurtenances at the WTP, and in selecting the most qualified bidder. The services during the bidding phase include:

- Submitting final plans and specifications to the City for bidding;
- Attending one pre-bid meeting;
- Review and prepare responses to bidder questions;
- Attend the bid opening; and,
- Assist the City in the review of the bids received.

Several of the above services are dependent on contractors that will be preparing bids for the project, so the services for this task will be performed on a times and material basis.

1.5 ENGINEER shall perform Basic and As Needed Construction phase services when the rehabilitation of WTP's concrete and appurtenances are performed. The construction phase services are estimated to be for a duration of six months. Should the construction phase services be required for more than a six months duration then the ENGINEER shall notify the OWNER of this change in the construction phase duration.

1.5.1 Basic Construction phase services are:

- Attend pre-construction meeting;
- Prepare for and conduct Monthly Progress Meetings with the contractor;
- Conduct on-site observations every other week, or 13 site visits;
- Review submittals from the contractor;
- Review and respond to request for information from the contractor;
- Review and respond to change order requests from the contractor;
- Assist with coordinating plant outages during construction; and,
- ENGINEER's project management services.

Record drawings after construction are not required. Several of the above services are dependent on the selected contractor and conditions found during construction, so the services for this task shall be performed on a times and material basis.

1.5.2 As Needed Construction phase services are to be provided by the ENGINEER when additional needs may be required during the construction phase. This may include instances when the contractor may find that concrete within walls may need more extensive rehabilitation and repairs than can be found via the visual inspections and soundings performed by the ENGINEER. These services are dependent on the selected contractor and conditions found during construction, so the services for this task shall be performed on a times and material basis.

Section F. Article II is hereby amended by the addition thereto of Sections 2.7 through 2.11 which read as follows:

2.7 Owner shall review the plans and specifications for the WTP's rehabilitation of the concrete and miscellaneous appurtenances prepared by the ENGINEER and provide comments to the ENGINEER in a timely manner.

2.8 OWNER shall provide the ENGINEER with the dates for meetings related to the bidding phase.

2.9 OWNER shall provide copies of the contractors' bids for the Project to the ENGINEER for review.

2.10 OWNER shall issue Change Orders to the contractor if they are needed during the construction phase.

2.11 OWNER shall contract for any independent laboratory services should they be required during the construction phase.

Section G. Article III is hereby amended by the amendment of Sections 3.1 and 3.2 which read as follows:

3.1 ENGINEER shall perform the services described in Article 1 such that the project can be bid to allow construction to be completed by the end of 2020.

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

Section H. Article IV is hereby amended by the amendment of Sections 4.1, and 4.3, and by the addition thereto of Sections 4.4, and 4.5 which reads as follows:

4.1 The OWNER shall pay the ENGINEER a sum not to exceed Two Hundred Ninety-One Thousand Five Hundred and Sixty Dollars (\$291,560.00) in consideration for the services properly performed under Article 1. Payment will be made to ENGINEER for work properly performed and invoiced, subject to the following parameters:

Project Stage Completed	Compensation not to Exceed
Delivery of Drawings, Specifications & Final Cost Estimate	Up to \$167,450
Services During Bidding	Up to \$10,500
Basic Services During Construction	Up to \$76,600
As Needed Services During Construction	Up to \$37,010

4.3 Services for Article 1.1, Article 1.2 and Article 1.3 shall be billed on a lump sum basis, with the lump sum being \$167,450.00.

4.4 Services for Article 1.4 and Article 1.5 shall be billed on a times and material basis. For the times and material billing, labor costs shall be billed at actual salary cost of personnel working on the project plus a multiplier of 225% of the actual salary cost which is for overhead and profit. Expenses incurred shall be billed at actual cost incurred, and mileage costs shall be billed at allowable cost per mile per United States Internal Revenue Service guidelines.

4.5 It is agreed that the compensation described in this Article shall constitute the entire consideration to ENGINEER for all services (i.e., task work, including any subcontracted services and all expenses incurred) performed by ENGINEER pursuant to this Agreement. In no event shall the total compensation paid to ENGINEER for services rendered (regardless of the amount of overtime work ENGINEER deems necessary for ENGINEER's timely performance of ENGINEER's obligations under this Agreement), subcontracted services and expenses exceed the maximum sum of Two Hundred Ninety-One Thousand Five Hundred and Sixty Dollars (\$291,560.00).

Section I. In all other respects the Project Agreement shall continue in full force and effect.

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

APPROVED AS TO FORM
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

Deputy Law Director

BY: _____
James A. Bodenmiller, City Manager

Date: _____

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

Finance Director

BURGESS & NIPLE, INC.

BY: Roberta / Cernan

Request for Commission Action City of Springfield, Ohio

Item Number: 097-18

Agenda Date: 12/18/2018

Today's Date: 12/11/2018

Subject: Amendment No. 1 to Demolition of Condemned Structures Contract

Submitted By: Shannon Meadows, Community Development Director

Department: Community Development

Contact: Steve, 7674

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> Resolution (1 Reading)	<input type="checkbox"/> 14-Day Resolution (2 Readings)	<input type="checkbox"/> Emergency Resolution
<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract	

Prior
Ordinance/Resolution: 18-108

Date of Prior
Ordinance/Resolution: 04/24/2018

Summary:

It is respectfully requested that the City Commission authorize the City Manager to enter into Amendment No. 1 to the contract with Tony Smith dba Tony Smith Wrecking & Trucking, 2855 Oletha Avenue, Springfield, Ohio 45505 to increase the not-to-exceed amount from \$250,000 to \$500,000 for the demolition of condemned structures. Code Enforcement anticipates demolishing approximately 80 additional properties for the duration of the contract, which expires in June 2019.

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>
CD/Code Enforcement	Various		\$250,000

Total Cost: \$250,000

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into Amendment No. 1 to the contract for demolition services with Tony Smith dba Tony Smith Wrecking & Trucking to increase the contract amount by \$250,000.00, for a total amount not to exceed \$500,000.00.

...oooOOOooo...

WHEREAS, in Ordinance No. 18-108, the City Commission authorized the City manager to enter into a contract with Tony Smith dba Tony Smith Wrecking & Trucking for demolition services; and

WHEREAS, the City wishes to modify the contract amount in order to continue the demolition of unsafe and nuisance structures; 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 Amendment No. 1 to the contract for demolition services with Tony Smith dba Tony Smith Wrecking & Trucking, a copy of which is attached hereto and is hereby approved, to increase the contract amount by \$250,000.00, for a total amount not to exceed \$500,000.00.

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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

C O N T R A C T

Amendment No. 1

THIS AMENDMENT made and entered into as of the ____ day of _____, 2019 by and between The City of Springfield, Ohio (hereinafter called CITY) and Tony Smith dba Tony Smith Wrecking & Trucking, whose mailing address is 2855 Oletha, Springfield, Ohio 45505 (hereinafter called CONTRACTOR).

WHEREAS, City and Contractor have entered into a Contract dated June 21, 2018 (hereinafter the "Subject Agreement") and wish to modify certain provisions of the Subject Agreement to their mutual benefit.

NOW, THEREFORE, the parties mutually agree as follows:

Section A. Section 3 of the Subject Agreement be and hereby is amended to read as follows:

Section 3. The CITY agrees to pay, and the CONTRACTOR agrees to accept as full payment, for all work performed in accordance with the CONTRACT DOCUMENTS at the unit price or lump sum amount quoted by the CONTRACTOR for such work in the CONTRACTOR'S written bid to the CITY; provided, however, that the total amount paid pursuant to this Contract shall not exceed \$500,000.00, unless authorized by ordinance adopted by the City Commission of the CITY.

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives in the premises, have hereunto set their hands to duplicate originals as of date first above written.

APPROVED AS TO FORM
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

Deputy Law Director

BY _____
Its City Manager

Date _____

Tony Smith dba TONY SMITH WRECKING

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

BY _____
Its

Finance Director

Request for Commission Action

City of Springfield, Ohio

Item Number: 272-18

Agenda Date: 12/18/2018

Today's Date: 12/12/2018

Subject: Authorize an even Weapons trade in exchange for Ammunition

Submitted By: Chief Lee E. Graf

Department: Police

Contact: (937) 324-7720

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input type="checkbox"/> Contract | |

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the Chief of Police and the City Manager to authorize an even trade for confiscated/found/Division weapons with Vance's Law Enforcement in exchange for needed ammunition, weapons and accessories for the Division in an amount not to exceed \$18,129.00; and further authorize the Chief of Police, Finance Director and the City Manager to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said trade and to comply with all relevant local and state requirements.

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

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

Total Cost:

AN ORDINANCE NO. _____

Authorizing the procurement of new firearms, weapons and accessories for the City's Police Division from Vance's Law Enforcement, in exchange for the trade-in of certain court ordered confiscated weapons and duty weapons.

...oooOOOooo...

WHEREAS, the City has 227 court ordered confiscated weapons and 32 assorted duty weapons in its possession which are no longer needed for municipal purposes and should be traded in to procure the weapons, ammunition and accessories listed on the attached Exhibit A as an even trade with no monies being exchanged; and

WHEREAS, Vance's Law Enforcement has tendered a trade proposal to execute for the even trade of weapons, ammunition and accessories; 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 which are made a part hereof and further finds that the 227 court ordered confiscated weapons and the 32 assorted duty weapons now in the City's possession, in exchange for the items listed on the attached Exhibit A, is a reasonable exchange and should be authorized.

Section 2. That the City Manager be and hereby is authorized to execute the trade proposal from Vance's Law Enforcement.

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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

EXHIBIT A



Send PO's To:
3723 Cleveland Ave
Columbus, OH 43224
ph (614)471-0712
fx (614)471-2134

Remit Pymt To:
4250 Alum Creek Dr
Obetz, OH 43207
ph (614)489-5025
fx (614)489-5077

Account Name	SPRINGFIELD POLICE DEPARTMENT (OH)	Date	11/29/2018
Contact Name	Cpt. BRAD MOOS	Quote Number	00025316
Bill To	76 E HIGH ST. CITY HALL PURCHASING, 4TH FLR 937-324-7326 SPRINGFIELD, OH 45502	Prepared By	Thatcher
Phone	(937) 324-7706		
Email	bmoos@springfieldohio.gov		

Quantity	Style	Product Family	Description	Unit	Sales Price	Total Price
700.00	OPOTA-RQT2	LE TARGET	OPOTA Targets	Each	\$0.33	\$231.00
40.00	USA40SW	Winchester	.40S&W 165gr. FMJ - Flat Nose	500 rds	\$105.55	\$4,222.00
6.00	RA9124TP	Winchester	9mm Luger +P 124gr. JHP T-Series	500 rds	\$139.25	\$835.50
10.00	Q3131	Winchester	5.56mm 55gr. FMJ	1000 rds	\$303.85	\$3,038.50
5.00	RA12RS15	Winchester	12ga. 2 3/4" 1oz Reduced-Recoil Rifled Slug (5rds/bx)	250 rds	\$114.55	\$572.75
10.00	83276	Hornady	.223Rem 55gr. TAP Urban	200 rds	\$120.35	\$1,203.50
20.00	86265	Hornady	12ga. 2 3/4" 8-pellet Reduced-Recoil 00-Buck	250 rds	\$59.05	\$1,181.00
6.00	L365-9-BXR3	Sig Sauer	P365 9mm Micro Compact Striker-Fired Pistol, XRAY3 Day/Night sights, (1) 10rd Flush Magazine AND (1) 10rd Extended Magazine.	Each	\$402.00	\$2,412.00
2.00	25709	Remington	700 Police Synthetic Stock, 26" Barrel	Each	\$794.00	\$1,588.00
2.00	171714	Leupold	VX-5HD 3-15x44mm (30mm) CDS-ZL2 Side Focus Matte Duplex	Each	\$889.99	\$1,779.98
2.00	HBSBRM	Harris	BIPOD 6-9" (Leg Notch) Rotating	Each	\$97.65	\$195.30
2.00	50006	Leupold	STD 700 RH-SA 1pc Base Matte	Each	\$26.00	\$52.00
2.00	51718	Leupold	STD 30mm Rings Low Matte	Each	\$32.00	\$64.00
2.00	RRF-131	Vortex	Ranger 1300 Laser Rangefinder	Each	\$275.00	\$550.00
2.00	71CQS1BK	BlackHawk	DIETER CQD Sling with sling cover (black)	Each	\$34.00	\$68.00
2.00	117608	Leupold	Alumina Flip Back Lens Covers, 44mm Objective	Each	\$61.99	\$123.98
1.00	CLP-12-12	Break Free	CLP 12oz. Aerosol Spray	Each	\$11.49	\$11.49
Subtotal						\$18,129.00
Trade In Value						\$18,129.00
Shipping and Handling						\$0.00
Tax						\$0.00
Quote Grand Total						\$0.00

Trade In Notes



Send PO's To:	Remit Pymt To:
3723 Cleveland Ave	4250 Alum Creek Dr
Columbus, OH 43224	Obetz, OH 43207
ph (614)471-0712	ph (614)489-5025
fx (614)471-2134	fx (614)489-5077

Trade values are based on fully functional firearms with no missing or broken parts. Firearms with missing/broken parts and/or missing/broken magazines will result in a lower trade value assigned upon receipt to Vance's.

THE FOLLOWING TAURUS FIREARMS CANNOT BE TAKEN IN TRADE DUE TO RECALL & MUST BE DESTROYED BY AGENCY:

TAURUS PT111 SERIAL# TVJ82596
TAURUS PT 24/7 SERIAL# NC021357
TAURUS PT 24/7 SERIAL# NAS38065
TAURUS PT 24/7 SERIAL# SX694141
TAURUS PT 111 SERIAL# TCP44432
TAURUS PT145 SERIAL# NE082568
TAURUS PT145 SERIAL# NEX57285
TAURUS PT111 SERIAL# TIS67180
TAURUS PT111 SERIAL# TIT03610

Payment Details

Net 30



Check

Credit Card

Number of Days

Quote Valid

Quote Valid 30 Days

Name _____

CC # _____

Expires _____ CRV CODE _____
CREDIT CARDS OVER \$1,000 incur a 3% SURCHARGE

Office Use Only

No shipping charges quoted as the Department has requested to pickup the OPOTA targets, Hornady ammunition and the rifle accessories from the Columbus LE location (Cleveland Ave address). Shipping department to notify POC when items are available to be picked up. Sig Sauer pistols to be shipped directly to the agency from Sig Sauer. Rifles to be shipped directly to the agency. Winchester ammunition to be drop shipped freight free from Winchester's factory directly to the agency.

Ammunition State Contract #STS847

Request for Commission Action

City of Springfield, Ohio

Item Number: 273-18

Agenda Date: 12/18/2018

Today's Date: 12/11/2018

Subject: EDA/CDBG Revolving Loan Program Certifications

Submitted By: Shannon Meadows, Community Development Director

Department: Community Development

Contact: Chelsea Jones, 7372

- | | | |
|---|--|---|
| <input type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input checked="" type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input type="checkbox"/> Contract | |

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

Respectfully requesting City Commission approve a resolution certifying that the current EDA/CDBG Revolving Loan Fund Program administered by SBDC, Inc. is:

1. consistent with and supportive of the area's economic adjustment strategy, and
 2. the revolving loan fund is being operated in accordance with the policies and procedures contained in the RLF Plan, and the loan portfolio meets the standards contained therein.
- Staff has determined that the plan and loan policies are consistent with the economic adjustment strategy. The certification is an annual submission to the Chicago EDA office as part of the required semiannual report for the RLF. The SBDC, Inc. Board of Trustees has also approved a certification of consistency and operation (attached).

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

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

Total Cost:

A RESOLUTION NO. _____

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

...oooOOOooo...

WHEREAS, the City has obtained funds from the Economic Development Administration (EDA) to be used in providing a Revolving Loan Fund for economic development in the community; and

WHEREAS, the City has contracted with SBDC, Inc. to operate a Revolving Loan Fund in the community funded with EDA monies; and

WHEREAS, the SBDC, Inc. Board has provided a certification, attached hereto as Exhibit A, that to the best of their knowledge (a) the RLF is being operated in accordance with the policies and procedures contained in the RLF Plan and the loan portfolio meets the standards contained therein, and (b) the RLF Plan is consistent with and supportive of the area's current economic adjustment strategy; and

WHEREAS, the City staff has provided this Commission with a memorandum, attached hereto as Exhibit B, advising that the Revolving Loan Fund is consistent with and supportive of the areas current "economic adjustment strategy", and the Revolving Loan Fund is being operated in accordance with the policies and procedures contained in the Revolving Loan Fund Plan, and the loan portfolio meets the standards contained therein; and

WHEREAS, the City's Department of Engineering, the Springfield Financial Group, and the Field Representative from the Columbus Area Office of the Department of Housing and Urban Development have reviewed the City's EDA/CDBG Revolving Loan Fund Plan, loan policies and procedures and have determined that said Plan, loan policies and procedures are consistent with the economic adjustment strategy currently in place for the EDA/CDBG Revolving Loan Fund; NOW, THEREFORE:

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

Section 1. That this Commission hereby certifies to the Economic Development Administration that it has made the following determinations:

- (a) The Revolving Loan Fund Plan is consistent with and supportive of the area's current economic adjustment strategy, and
- (b) The Revolving Loan Fund Plan is being operated in accordance

with the policies and procedures contained in the Revolving Loan Fund Plan, and the loan portfolio meets the standards contained therein.

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

ADOPTED this _____ day of _____, A.D., 2019.

PRESIDENT OF THE CITY COMMISSION

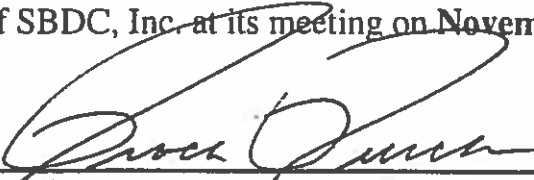
CLERK OF THE CITY COMMISSION

EXHIBIT A

**RLF Plan Certification
EDA Revolving Loan Fund Grant
Project 06-30-02111**

SBDC, Inc. as subrecipient of the City of Springfield, Ohio, Revolving Loan Fund (RLF) Grant 06-30-02111 from the Economic Development Administration, hereby certifies that to the best of its knowledge that (a) the RLF is being operated in accordance with the policies and procedures contained there and (b) that the RLF Plan is consistent with and supportive of the area's current economic adjustment strategy.

This certification has been reviewed and approved by the Board of Trustees of SBDC, Inc. at its meeting on **November 29, 2018**



Brock Burcham, Board President.

Date: 11/29/18

EXHIBIT B

MEMORANDUM

The Springfield Financial Group (SFG) administers the EDA/CDBG Revolving Loan Program (RLF) for the City. As part of the EDA requirements, the City reports the loan activities to the EDA on a semiannual basis. One of the report's requirements is that the City certify that it has reviewed the EDA/CDBG Revolving Loan Fund and made the following determinations:

- a. The Revolving Loan Fund is consistent with and supportive of the area's current "economic adjustment strategy," and
- b. The Revolving Loan Fund is being operated in accordance with the policies and procedures contained in the Revolving Loan Fund Plan, and the loan portfolio meets the standards contained therein.

This certification must be done on an annual basis when the report is submitted to the EDA. The economic adjustment strategy is contained in the City's Revolving Loan Fund Grant Application which was approved by the EDA as a condition of receiving the original grant of funds to start the RLF in 1985. The SBDC, Inc. Board of Trustees has also approved a certification of consistency and operation (attached). In view of the foregoing discussion, it has been determined that the RLF is consistent with the strategy and is being operated correctly.

Request for Commission Action

City of Springfield, Ohio

Item Number: 274-18

Agenda Date: 12/18/2018

Today's Date: 12/11/2018

Subject: Necessity to appropriate interests in property for the Lagonda Ave and James St Storm Sewer Replacement Project

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda x7310

- | | |
|---|--|
| <input type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) |
| <input type="checkbox"/> Resolution (1 Reading) | <input checked="" type="checkbox"/> 14-Day Resolution (2 Readings) |
| <input type="checkbox"/> Motion | <input type="checkbox"/> Emergency Resolution |
| | <input type="checkbox"/> Contract |

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

A resolution is requested finding the necessity to appropriate interests in real property in connection with providing the easement needed for the Lagonda Ave and James St Storm Sewer Replacement Project.

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>
----------------------------	-------------------------	-----------------------	--------------------

Total Cost:

RESOLUTION NO. _____

Finding the necessity and declaring the intent to appropriate interests in real property in connection with providing the easement needed for the public purpose of constructing and maintaining sewer utilities, to wit, the Lagonda Avenue and James Street Storm Sewer Replacement Project.

...oooOOOooo...

WHEREAS, Section 719.04 of the Ohio Revised Code requires that municipal legislation be passed declaring the intent to appropriate property needed for public purposes, defining the purpose of the appropriation, and setting forth a pertinent description of the land and the estate or interest therein to be appropriated; and

WHEREAS, the real property interests described in the attached Exhibit describing Parcel 1-U, are the subject of this Resolution and are needed for Lagonda Avenue and James Street Storm Sewer Replacement Project; NOW, THEREFORE:

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

Section 1. That this City Commission hereby adopts the findings set forth in the recitals to this Resolution and such recitals are made a part of this Resolution.

Section 2. That this City Commission finds that the real property interests in the subject properties, as described in the Exhibits describing Parcel 1-U, attached hereto and made a part of this Resolution, are needed for the public purpose of constructing and maintaining sewer utilities, to wit, the Lagonda Avenue and James Street Storm Sewer Replacement Project and the City intends to appropriate such interests in real property for that purpose.

Section 3. That the Mayor is authorized to cause written notice of the passage of this Resolution to be given to the owners and persons in possession or having an interest of record in the subject real property. The notice shall be served and returned according to law.

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

ADOPTED this _____ day of _____, A.D., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

EXHIBIT A

Page 1 of 2

RX 282 U

Rev. 06/09

Ver. Date 09/06/2018

PID 18061804

**PARCEL 1-U
LAGONDA AVE AND JAMES STREET STORM SEWER REPLACEMENT
PERPETUAL EASEMENT FOR UTILITY PURPOSES
IN THE NAME AND FOR THE USE OF
CITY OF SPRINGFIELD, TO CONSTRUCT AND MAINTAIN SEWER UTILITIES.**

A perpetual easement for the construction and maintenance of a sewer conveyance upon the within described real estate. Grantor/Owner herein retains the right to use said real estate for any an all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Clark, City of Springfield, and being part of Section 29, Town 5, Range 9, Between the Miami Rivers Survey and being part of Lot No. Four Thousand Twenty (4020), as numbered and designated on the Plat of Edwardsville No. 2, Plat Book 5, Page 16 and as conveyed to Robert Eugene McClanahan and Peggy Yvonne McClanahan in Volume 857, Page 846, of the Official Records of Clark County, Ohio and being a 10-foot wide utility easement, lying 5-foot north and 5-foot south of the centerline of a sewer more particularly described as follows:

Commence at an iron pipe (fd) at the intersection of the west line of said Lot No. Four Thousand Nineteen (4019) of said Plat and the south right-of-way line of Lagonda Avenue (60' R/W), thence N 54° 15' 03" E, 60.42 feet to the TRUE POINT OF BEGINNING of the tract herein described;

Thence with the centerline of proposed sewer, North 84° 06' 11" East, 22.59 feet to the to the westerly right of way line of James Street (60' R/W), containing 0.005 acres (225.92 square feet) more or less and subject however, to all rights-of-way, easements, and restrictions of record.

The above described area is contained within Clark County Auditor's Parcel Identification Number(s) 340-07-00029-220-007.

The basis of bearings for this description is based upon Grid North, State Plane Coordinate System, Ohio South Zone, NAD 83 (2011).

EXHIBIT A

RX 282 U

Page 2 of 2

Rev. 06/09

The description for Parcel 1-U is based upon a field survey performed in June, 2018 by IBI Group and boundary resolution performed by Crawford, Murphy & Tilly, Inc., under the direct supervision of Ryan D. Hillard, Ohio Registered Surveyor No. 8558.

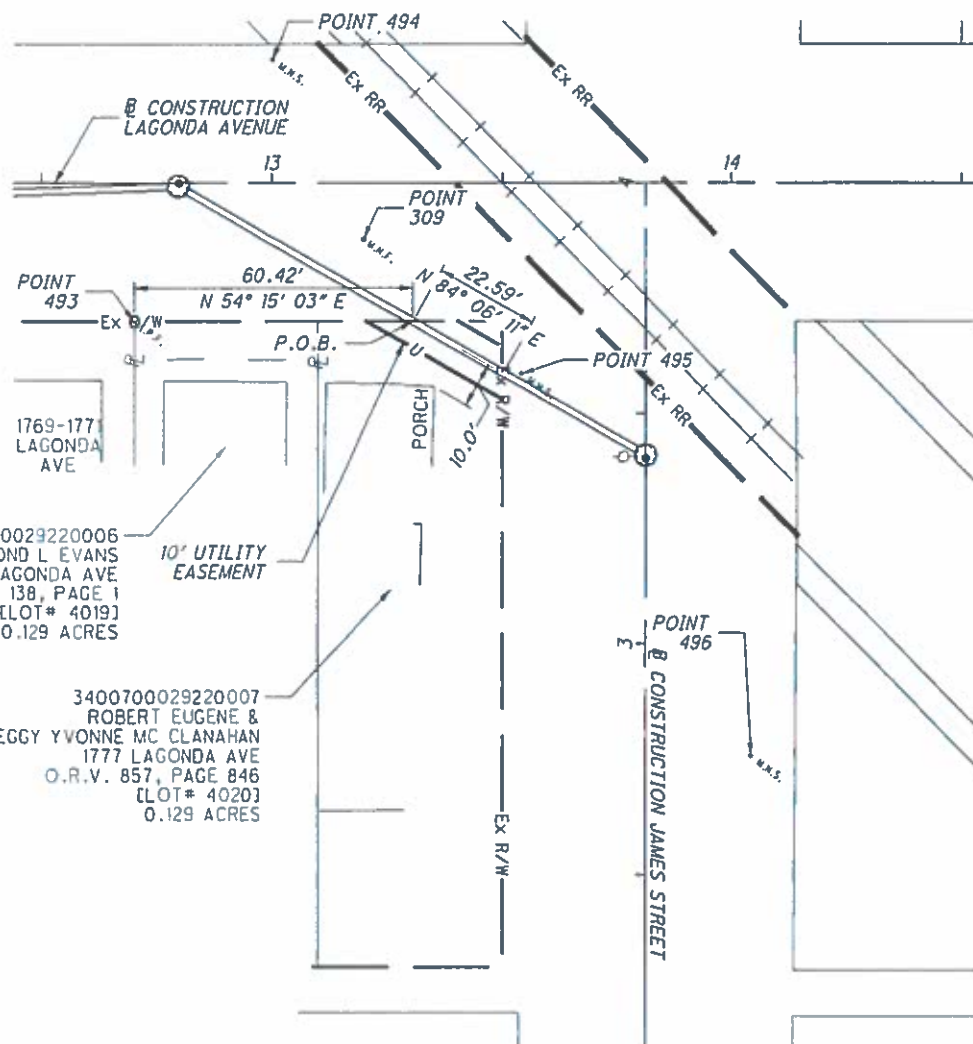
Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Prepared by Crawford, Murphy & Tilly, Inc..

By *Ryan D. Hillard*
Ryan D. Hillard, Ohio P.S. # 8558

11/19/18
Date





CONTROL POINTS

POINT 309
MAG NAIL (F)
STA 13+19.96, 12.15' RT
ELEV= 837.37
N= 707493.21
E= 1609516.40

POINT 493
I.PIN (F)
STA 12+69.99, 30.00' RT
ELEV= 837.82
N= 707449.53
E= 1609486.27

POINT 494
MAG NAIL (S)
STA 13+00.09, 26.67' LT
ELEV= 837.55
N= 707513.11
E= 1609477.59

POINT 495
MAG NAIL (S)
STA 13+54.00, 41.39' RT
ELEV= 837.19
N= 707489.36
E= 1609561.10

POINT 496
MAG NAIL (S)
STA 14+04.44, 124.17' RT
ELEV= 837.77
N= 707451.65
E= 1609650.40



CALCULATED
JWB
CHECKED
RDH

EXHIBIT

PARCEL 1-U



REFERENCE DOCUMENTS

1. PLAT BOOK 5, PAGE 16 [NEW BOOK]; PLAT BOOK 2, PAGE 50 [OLD BOOK]
2. OFFICIAL RECORD VOLUME 857, PAGE 846
3. OFFICIAL RECORD VOLUME 138, PAGE 1

PERPETUAL EASEMENT FOR UTILITY PURPOSES
ROBERT EUGENE & PEGGY YVONNE MCCLANAHAN
0.005 ACRES
S 29 T 5 R 9
CITY OF SPRINGFIELD
CLARK COUNTY, OHIO
NOVEMBER 27, 2018

Request for Commission Action

City of Springfield, Ohio

Item Number: 001-19

Agenda Date: 1/2/2019

Today's Date: 12/26/2018

Subject: Transfer of Monies

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Tiffany Ross

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> Resolution (1 Reading)	<input type="checkbox"/> 14-Day Resolution (2 Readings)	<input type="checkbox"/> Emergency Resolution
<input type="checkbox"/> Motion	<input type="checkbox"/> Contract	

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

I hereby respectfully request legislation approving transfers of monies per the attached listing.

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

An emergency ordinance has been requested to approve transfers of monies between various funds for operating and debt service purposes. These transfers agree with the information previously presented in the 2019 Preliminary Budget Document.

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

Total Cost:

AN ORDINANCE NO. _____

Providing for the transfer of monies among various funds, and declaring an emergency.

...oooOOOooo...

WHEREAS, the Finance Director has advised the City Commission that the transfer of monies is necessary to make funding available to carry on the operations of various City departments, thereby avoiding inadvertently creating a technical Ohio Revised Code violation by overdrawing certain appropriations, which creates an emergency to preserve the public peace, property, health and safety, necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

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

Section 1. That the City Commission does hereby authorize and direct that the transfer of monies be made as detailed on the attached Exhibit A.

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

PASSED this _____ day of _____, A.D., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Exhibit A

**TRANSFER OF MONIES
JANUARY 2, 2019**

TRANSFER TO:

Special Police Levy Fund	900,000.00
Fire Division Service Enhancement Fund	600,000.00
	<u>1,500,000.00</u>

TRANSFER FROM:

General Fund	<u>1,500,000.00</u>
--------------	---------------------

TRANSFER TO:

Unvoted Bond Retirement Fund	<u>2,727,994.00</u>
------------------------------	---------------------

TRANSFER FROM:

Police & Fire Disability & Pension Fund	264,205.00
Water Revenue Fund	767,644.30
Sewer Revenue Fund	1,696,144.70
	<u>2,727,994.00</u>

Request for Commission Action

City of Springfield, Ohio

Item Number: 002-19

Agenda Date: 01/02/19

Today's Date: 12/13/18

Subject: Authorize the City Manager to hire Don Rodgers of Rodgers Incorporated to provide professional consulting services, to assist in the oversight of the design and construction of a downtown parking garage.

Submitted By: Bryan Heck, Deputy City Manager

Department: City Manager's Office

Contact: Bryan Heck, x7300

- | | | |
|---|---|---|
| <input type="checkbox"/> 14-Day Ordinance | <input checked="" type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input checked="" type="checkbox"/> Contract | |

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully request City Commission authorize the City Manager to hire Don Rodgers of Rodgers Incorporated to provide professional consulting services, to assist in the oversight of the design and construction of a downtown parking garage.

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

In an effort to coincide with the award of contract with Dugan and Meyers, Staff respectfully requests Commission to consider this request under emergency action in an effort to keep the project on time, which will provide needed parking in the downtown for the citizens of Springfield.

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

Total Cost: \$ 87,150

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into an Owner's Representative Agreement with Rodgers Incorporated for professional consulting services relating to the construction of a downtown parking garage for an amount not to exceed \$87,150.00; and declaring an emergency.

...oooOOOooo...

WHEREAS, the Goals and Objections adopted by this Commission include a goal to improve available parking in downtown; and

WHEREAS, in order to achieve that goal, City staff issued a Request for Proposals, and now wish to enter into an Owner's Representative Agreement with Rodgers Incorporated to assist in the administration and oversight of the anticipated design/build contract with Dugan and Meyers for the construction of a downtown parking garage; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to expedite the start of construction, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into an Owner's Representative Agreement, a copy of which is attached hereto and is hereby approved, with Rodgers Incorporated for professional consulting services relating to the construction of a downtown parking garage for an amount not to exceed \$87,150.00.

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

PASSED this _____ day of _____, A.D., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

OWNER'S REPRESENTATIVE AGREEMENT

Owner:

City of Springfield, Ohio

Owner's Representative:

Rodgers Incorporated
Attn: Donald J. Rodgers
266 East Broad Street
Westerville, Ohio 43081

Project:

Design Build Parking Garage (the "Project")

Located at:

Southwest Corner of Fountain Avenue & Columbia Street

This Agreement is hereby made as of the date of execution by the Owner, by and between the Owner's Representative and the Owner, collectively ("the Parties").

ARTICLE 1 **BASIC AGREEMENT**

1.1 Owner anticipates that it will enter into a contract with a Design-Builder for the design and construction of the Project identified above. In performing the services under this Agreement, the Owner's Representative will work collaboratively with the Design-Builder, Owner, and any other Owner advisers.

- a. The "Work" shall mean all work necessary for the completion of the Project in accordance with the Contract Documents whether specifically set forth therein or reasonably inferred therefrom. The Work of the Design-Builder is deemed to include the Work of its subcontractors, including design professionals.
- b. With regard to the Owner's Representative, the "Contract Documents" consist of this Owner's Representative Agreement, the Drawings and Specifications produced by the Design-Builder, the Design-Build Agreement including all documents identified therein, and any and all Modifications thereto.

1.2 Owner's Representative will furnish the Basic Services identified in **Exhibit A** hereto as part of this Agreement to aid and support the Owner in the successful completion of the Project. In the event of any inconsistency, the provisions of this Agreement shall control over any proposal or separate terms and conditions.

1.3 The Owner's Representative's "Additional Services" are any additional services that are not included as part of the Owner's Representative Basic Services and shall be provided by Owner's Representative only by prior written agreement or amendment to this Agreement authorizing such additional services and specifying the scope and compensation of such services. **No Additional Services shall be performed without written, signed agreement between the Owner and Owner's Representative, prior to the performance of such services.**

1.4 Owner's Representative, as soon as practicable, shall furnish to Owner, in writing, the names of persons or entities that Owner's Representative will engage as sub-advisers in connection with the Project, if any.

1.5 It is expressly understood that this Agreement does not constitute an employment agreement. Owner's Representative is retained by Owner solely as an independent contractor, and Owner's Representative is free to engage in any other employment. The relationship of the parties to this contract shall not be construed to constitute a partnership, employer-employee relationship, joint venture, or any other relationship, other than that of independent contractors. The parties expressly agree that:

- a. Owner's Representative has no authority to enter into contracts or agreements on behalf of Owner.
- b. Owner's Representative is not entitled to, and Owner will not provide, any employment benefits, including but not limited to health insurance benefits, paid vacation, paid holidays, sick leave, disability insurance coverage of whatever nature or any other employee benefit.
- c. Owner shall have no responsibility for, nor obligation to submit, and Owner's Representative is solely responsible for and shall hold Owner harmless from:
 - i. the payment of all required taxes, whether federal, state, or local in nature, including, but not limited to, income taxes, social security taxes, unemployment compensation taxes, workers' compensation taxes and any other fees, charges, licenses, or other payments required by law;
 - ii. where necessary, securing, at its sole cost, workers' compensation insurance, disability benefits insurance, and any other insurance as may be required by law; and
 - iii. the purchase and use of all necessary equipment necessary to perform the Owner's Representative Services.

ARTICLE 2

STANDARD OF PERFORMANCE

2.1 Owner's Representative agrees to perform its services with care and diligence equivalent to the care of other owners' representatives that perform similar services for projects of like size and kind. Owner's Representative will exercise commercially reasonable efforts, skill, and expertise in furthering the best interests of Owner. The Owner's Representative represents that it presently has, and will at all times during the term of this Agreement maintain all skills, experience, knowledge, staffing, and resources necessary to perform the services set forth in this Agreement. Owner's Representative may advise Owner in the selection of service providers for the Project; however, the selection of Project consultants, contractors, and service providers, and the decision whether or not to hire them, is in the sole discretion of the Owner.

2.2 Owner's Representative agrees to comply with all federal, state and local laws and regulations. The Owner's Representative Services shall be performed by qualified professionals employed by Owner's Representative or one of its affiliates. In the event Owner determines, in its sole discretion, that any member of Owner's Representative's Project team is detrimental to the Project, the Owner's Representative shall, upon the written request of the Owner, replace such member of the Project team with a member that is acceptable to Owner at no additional cost to the Owner.

2.3 In the event the scope of the Project as described in **Exhibit A** materially changes, the Owner may agree to change the compensation.

2.4 Owner's Representative shall provide services as efficiently and expeditiously as is consistent with reasonable skill and care and the orderly and timely progress of the Project. Both Owner and Owner's Representative shall act in good faith and with due diligence in an effort to complete the Project as soon as possible. Time limits stated in the Contract Documents are of the essence.

ARTICLE 3 **TERMINATION AND SUSPENSION**

3.1 Owner may, at any time, upon ten (10) days written notice to the Owner's Representative, terminate this Agreement, in whole or in part, for the Owner's convenience and without cause.

Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Owner's Representative shall immediately, in accordance with instructions from the Owner as stated in the termination notice, cease operations as directed by the Owner in the notice and terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Owner's convenience, the Owner's Representative shall be paid by the Owner (i) for Basic Services properly performed prior to the effective date of the termination at the amounts set forth for such Basic Services and, if applicable, Additional Services properly authorized and performed under this Owner's Representative Agreement prior to the date on which the notice of termination is received by the Owner's Representative and; (ii) for Basic Services and, if applicable, Additional Services performed at the written direction of the Owner on and after the date on which the notice of termination is received by the Owner's Representative. The foregoing payment shall constitute full payment to the Owner's Representative in the event of the Owner's termination of this Owner's Representative Agreement or any portion of this Owner's Representative Agreement for convenience. In no event, shall the Owner be liable to the Owner's Representative for any unabsorbed overhead or unrealized profits with respect to Basic Services not performed. The Owner's Representative's invoice for compensation in the event of termination must be supported by sufficient records and documentation to enable the Owner to verify all amounts claimed by the Owner's Representative. Upon termination pursuant to this Section, neither party shall have any further obligation to the other party respecting the terminated portion(s) of this Owner's Representative Agreement and the Basic Services covered therein, except for their respective obligations as described above.

3.2 If Owner's Representative fails to perform any of the services called for by this Agreement, Owner shall serve upon Owner's Representative a written notice specifying the failure, and Owner's Representative shall have five (5) days following receipt of the notice to commence and to diligently pursue a cure, such that the cure can be completed with reasonable promptness. If Owner's Representative fails to commence and diligently pursue a cure within the time period set forth herein, or if Owner's Representative does not complete the cure with reasonable promptness, Owner may terminate this Agreement by written notice to Owner's Representative. The termination shall be effective upon Owner's Representative's receipt of the notice. In that event, Owner's Representative shall be entitled to payment for the *pro rata* portion of the monthly Owner's Representative's fee earned through the date of termination based on the percent complete of the phase or phases of Services Owner's Representative is then currently performing.

ARTICLE 4
LIMITATIONS OF OWNER'S REPRESENTATIVE'S RESPONSIBILITIES

4.1 Owner's Representative's review of drawings, specifications, regulatory/code requirements and observation of the Design-BUILDER's Work on the Project is to determine if the Design-BUILDER has generally conformed to its contractual obligations and is providing the Work in general conformance with the Contract Documents.

4.2 Owner's Representative's review shall not relieve any contractor, architect, engineer, subcontractor, manufacturer, fabricator, or supplier from any responsibility for any deficiency that may exist or for any departures or deviations from the requirements of the Contract Documents or for the responsibility to coordinate the work of one trade or portion of the work with another.

4.3 Upon request from Owner, Owner's Representative shall use reasonable efforts to collect certificates of insurance from the Design-BUILDER or any consultant identified by Owner.

ARTICLE 5
INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Owner's Representative shall indemnify and hold harmless the Owner, its agents, employees, subcontractors, and advisers from and against any and all costs, claims, damages, losses and expenses, including but not limited to attorneys' fees, consulting fees, and delay damage arising out of or resulting from Owner's Representative's acts, omissions, and/or performance of the Owner's Representative's Work on the Project, but only to the extent caused by the breach of contract, negligent acts or omissions of the Owner's Representative, a Subcontractor of the Owner's Representative, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

ARTICLE 6
DISPUTE RESOLUTION

6.1 Any and all disputes or claims related to or arising from this Agreement, not resolved by informal negotiation or mutually-agreed-upon mediation, shall be finally resolved by litigation in a court of competent jurisdiction located in the County where the Project is located. Both Owner and Owner's Representative expressly waive their rights to remove any such suit to federal court. This Agreement is governed by Ohio law, notwithstanding any choice of law provisions.

6.2 At all times during the dispute resolution process Owner's Representative and Owner shall continue to perform their respective obligations hereunder in a proper and diligent manner in accordance with the terms of this Agreement. Unless this Agreement has been terminated, Owner shall continue to make payments to Owner's Representative in accordance with the provisions of this Agreement.

ARTICLE 7
INSURANCE

7.1 Owner's Representative, at its own cost and expense, shall obtain, maintain, and enforce during the term of this Agreement the insurance coverage set forth below. Certificates of Owner's Representative's insurance shall be delivered to Owner prior to the commencement of the

Owner's Representative Basic Services. All commercial general liability insurance policies required to be maintained by Owner's Representative shall: (i) be primary insurance and not excess over or contributing with any insurance purchased or maintained by Owner, except that such coverage shall be excess to any commercial general liability coverage carried by Design-Builder on the Project; and (ii) name Owner as an additional insured.

- a. A policy of Workers' Compensation Insurance, in amounts required by applicable state law, covering all officers, employees, or agents of Owner's Representative who are in any way engaged in or connected with the performance of the services as set forth herein;
- b. A policy of Comprehensive General Liability Insurance naming Owner as an additional insured with broad form property damage endorsement, with such policy to afford protection in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate for bodily injury or death and property damage. The foregoing dollar requirements may be met by Owner's Representative's umbrella policy.
- c. A policy of Automobile Liability Insurance naming Owner as an additional insured covering all owned, non-owned, and hired vehicles used in connection with the Project in an amount of not less than one million dollars (\$1,000,000.00) with a combined singled limit for each accident for bodily injury (including death and emotional distress) and property damage. The foregoing dollar requirement may be met by Owner's Representative's umbrella policy.
- d. A policy of Professional Liability Insurance for claims arising out of the owner's representative services provided pursuant to this Agreement and caused by any error, omission, or negligent act for which the Owner's Representative is liable with a per claim limit of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate.

ARTICLE 8 **COMPENSATION**

8.1 Owner's Representative's fee for its Basic Services under this Agreement will not exceed **\$87,150, including reimbursable expenses**. Owner's Representative will invoice a monthly amount that is based upon the hours of professional services provided, invoiced at a rate of \$93.50 per hour, subject to the **\$87,150 not-to-exceed cap**.

Reimbursable Expenses shall be reasonable and directly related to the Project and shall include:

- a. Transportation and authorized out-of-town travel and subsistence;
- b. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- c. Fees paid for securing approval of authorities having jurisdiction over the Project;
- d. Printing, reproductions, plots, and standard form documents;
- e. Postage, handling, and delivery;
- f. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- g. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- h. Owner's Representative's adviser's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the

Owner requests such insurance in excess of that normally carried by the Owner's Representative's adviser;

- i. All taxes levied on professional services and on reimbursable expenses;
- j. Site office expenses; and
- k. Other related expenses as mutually agreed to between Owner and Owner's Representative, by prior written agreement.

8.2 The Owner may withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of a payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which Owner's Representative is responsible, because of: (i) third party claims actually filed (which expressly or impliedly identify the Owner's Representative as the responsible party for such claim) unless security acceptable to the Owner is provided by Owner's Representative, (ii) failure of Owner's Representative to make payments properly to advisers, (iii) damage to the Owner or another independent contractor or adviser, (iv) persistent failure to carry out the Owner's Representative's work in accordance with this Agreement, or (v) Owner's Representative material breach of any of its obligations under this Agreement.

ARTICLE 9 **HEADINGS**

9.1 The headings used herein are for convenience only and shall not be resorted to for purposes of interpretation or construction thereof.

ARTICLE 10 **SEPARABILITY**

10.1 In the event that any clause of this Agreement shall be held to be void or inapplicable to any situation, same shall not void or otherwise render ineffective any other provision of this Agreement unless it would thwart the fundamental purpose of this Agreement.

ARTICLE 11 **MISCELLANEOUS**

11.1 It is agreed that all of the terms, conditions, and covenants between Owner's Representative and Owner are fully covered in the foregoing provisions of this Agreement, and that any oral or written statements or representations made by either party, are superseded by this Agreement, are not binding on the parties, and are not to be considered as a part hereof.

11.2 This Agreement may be executed by the Parties by electronic or facsimile signature and in separate counterparts, each of which when so executed and delivered shall be an original.

11.3 No modification or waiver of any of the terms of this Agreement will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of this Agreement, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or to waive any of its or their terms, except as expressly provided in this Agreement.

11.4 This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, Owner and Owner's Representative and their respective partners, successors, assigns, and legal

representatives. The Owner's Representative shall not assign this Agreement without the prior written consent of the Owner.

11.5 This Agreement is for the exclusive benefit of these Parties. No person other than the Parties themselves has any rights or remedies under this Agreement. There are no intended Third Party Beneficiaries to this Agreement.

11.6 Records. Records of Owner's Representative personnel time, Reimbursable Expenses, or other charges shall be available to the Owner at mutually convenient times within seven (7) days of Owner's request. In addition, the Owner's Representative shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to review and audit the Owner's Representative's records, books, correspondence, instructions, receipts, subcontracts, purchase orders, vouchers, memoranda, timesheets, payroll, and other data relating to this Project, records of time spent by each person performing work on the Project; such time and payroll records shall include the location of services, detailed description of time and work on this Project (redacting the client name or description to the extent necessary), and the Owner's Representative shall preserve these for a period of four (4) years after final payment, or for such longer period as may be required by law.

Owner's Representative shall make all such records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, timesheets, payroll, and other data relating to this Project, available to the Owner and the Owner's accountants in Columbus, Ohio or a location designated by Owner at the time of Owner's request. In the event that the Owner's Representative's records are not available at the agreed upon time or place, or in the event that the Owner finds incomplete records or inaccurate accounting of paid expenses, the Owner's Representative shall reimburse the Owner for its time, travel, and related expenses, and Owner's Representative shall reimburse Owner the full amount of any discrepancies or overages.

11.7 Findings for Recovery. The Owner's Representative is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, this Agreement is void, and the Owner's Representative will immediately repay to the Owner any funds paid under this Agreement.

11.8 Nondiscrimination. In connection with the performance of the Owner's Representative Basic Services (and, if authorized, any Owner's Representative Additional Services) under this Owner's Representative Agreement, Owner's Representative agrees not to discriminate against any employees or applicants for employment because of military status, age, race, sex, national origin, ancestry, religion, or color. This provision shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. Owner's Representative further agrees:

- a. That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Owner's Representative, subcontractor/subconsultant, nor any person acting on behalf of either of them, shall by reason of military status, race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

- b. That neither the Owner's Representative, subcontractor/subconsultant, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of military status, race, creed, sex, handicap, or color.
- c. That there shall be deducted from the amount payable to the Owner's Representative by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- d. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

11.9 Privileged Communications. All communications between Owner's legal counsel and the Owner's Representative, while the Owner's Representative is acting as the agent for the Owner and under the terms of this Agreement and which relate in any way to the administration of the construction of the Project, to the services provided by the Design-Builder, or to the work of any Subcontractor, materialman, or any other person rendering services in connection with the Project, shall be subject to the attorney-client privilege that can be waived only by the Owner. Any such communications and copies thereof that are written including without limitation, correspondence, notes, memoranda, notes of meetings, and conversations that are reduced to writing and the like, upon notice from the Owner's legal counsel, shall be placed by the Owner's Representative in a separate file folder marked "Privileged and Confidential" and shall not be disclosed to any person other than the Owner's Representative's own legal counsel without the express written permission of the Owner. This provision is intended to protect the confidentiality of the Owner's communications with its counsel when the Owner's Representative comes into possession of such information in its capacity as agent of the Owner in the performance of its duties under this Agreement in the event of a dispute between the Owner and a third party. This paragraph is not intended to impede communications between the Owner's Representative and the Owner's Representative's counsel.

IN WITNESS WHEREOF, Owner and Owner's Representative have executed this Agreement on the day and year first above written, by their proper officers or agents, duly authorized in the premises.

OWNER'S REPRESENTATIVE:

OWNER:

Name

Name

TITLE

TITLE

DATE

DATE

EXHIBIT A

SCOPE OF WORK

A.1 Owner's Representative will provide assistance, upon request, to the Owner to evaluate proposed options, phasing of construction, cost estimating, overall Project cost and budget preparation and analysis, schedule preparation and evaluation, constructability of proposed improvements, and other areas of need as identified by the Owner.

A.2 Owner's Representative will conduct and coordinate a review of the Design-Builder's detailed construction schedule and will review, evaluate, and comment upon project cost estimates prepared by the Design-Builder.

A.3 Owner's Representative will serve as the Owner's liaison with the Design-Builder.

A.4 Owner's Representative will coordinate the receipt of all required insurance documents and affidavits (e.g., professional and general liability coverage), including certificates from Design-Builder, in accordance with the Contract Documents.

A.5 Owner's Representative will coordinate a pre-construction meeting with an agenda that includes the following:

- Owner's introduction;
- Procedures for protection of the public;
- Procedures for protection of property;
- Enforcement of interim life safety measures, if any;
- Establish job safety requirements;
- Review construction plan to minimize interruptions of service to adjacent facilities, if any;
- Site ingress and egress;
- Storage of material and equipment;
- Review of construction schedule and phasing plans;
- Documents and procedures required for the preparation and submittal of proposal requests, change orders, and clarifications;
- Establish pay request procedures; and
- Lines of communication and decision-making authority.

A.6 Owner's Representative will provide observations of Design-Builder's Work and review the progress of such Work for general conformity with the Contract Documents. Field observations will include review of Design-Builder's productivity, conformance to safety requirements, value of work in place, and conformance to the schedule.

A.7 Owner's Representative will keep a detailed daily log of its observations of the Work noting, without limitation, the following: weather, idle equipment on site, equipment working on site, manpower on site, visitors on site, work being completed, materials removed, material deliveries, material stockpiles, observations of defective or nonconforming work, and other information needed to develop an accurate record of work progress. Owner's Representative will provide the Owner with a written summary of work completed on the Project each week, in a format acceptable to the Owner.

A.8 As requested by Owner, Owner's Representative will participate in and/or review subcontractor proposals, contracts, and bidding documents and participate as requested in the review.

A.9 Working in conjunction with Design-Builder, Owner's Representative will facilitate all routinely scheduled Project meetings. Owner's Representative will attend all Project meetings and prepare a summary of each.

A.10 Owner's Representative will provide continuous Project schedule and Project budget oversight, comments, recommendations, and management.

A.11 Owner's Representative will provide change order management to protect the Owner's interests including review of draft change order. However, any proposed change order from any party involved in the Project requires the Owner's approval and acceptance. Owner's Representative will review and consult with the Owner before the Owner's approval of Bulletins, Field Work Orders, Change Orders, or amendments that modify any contract or an amendment to add services or Work related to the Project.

A.12 The Owner's Representative shall maintain a record of all change orders, field work orders, bulletins, or amendments.

A.13 Owner's Representative will review testing and inspection reports and ensure that appropriate action is taken, if necessary.

A.14 Owner's Representative will review, evaluate, and endorse, as appropriate, all Design-Builder's invoices and requests for additional services, consistent with the required review and approval process.

A.15 Owner's Representative will accompany, with representatives of the Owner, Design-Builder visiting inspectors representing public or other Authorities Having Jurisdiction over the Project.

A.16 The Owner's Representative shall review the amounts due Design-Builder and shall issue a certificate for payment in writing, within seven (7) days of receipt of an approvable application. Such certificate for payment shall be provided to the Owner, with a copy to the Design-Builder, for such amount as the Owner's Representative determines is properly due, and/or the Owner's Representative shall notify the Design-Builder and Owner in writing of the Owner's Representative's reasons for withholding its certification in whole or in part. The Owner's Representative's certificate for payment shall constitute a representation to the Owner, based on the Owner's Representative's evaluation of the Work as provided herein and on the data comprising the Design-Builder's Application for Payment, that, to the best of the Owner's Representative's knowledge, information, and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) the results of subsequent tests and inspections, (3) the correction of minor deviations from the Contract Documents prior to completion, and (4) any specific qualifications expressed by the Owner's Representative.

A.17 The Owner's Representative shall review and consult with the Owner prior to approval by the Owner to withhold any payment to Design-Builder.

A.18 The Owner's Representative shall maintain a record of all invoices, Applications, and Certificates for Payment.

A.19 In accordance with the approved submittal schedule, and in conjunction with the architect or engineer, Owner's Representative shall review and approve, or take other appropriate action upon, the Design-Builder's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept required by the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Design-Builder's responsibility. The Owner's Representative's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner's Representative, of any construction means, methods, techniques, sequences, or procedures. The Owner's Representative's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

A.20 The Owner's Representative shall maintain a record of submittals and copies of submittals supplied by the Design-Builder in accordance with the requirements of the Contract Documents.

A.21 Owner's Representative will document and process all correspondence among the project team members and Owner, in order to implement the necessary audit trail and to ensure appropriate project documentation.

A.22 Owner's Representative shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Owner's Representative shall promptly remedy damage and loss to property caused in whole or in part by the Owner's Representative or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable or for which the Owner's Representative is responsible. The foregoing obligations of the Owner's Representative are in addition to the Owner's Representative's other obligations under this Agreement.

A.23 Owner's Representative will monitor punch list preparation and completion.

A.24 Owner's Representative will review and consult with the Owner prior to the Owner's approval of requests of certifications of contract completion and certifications of warranty commencement during the construction and close-out phases.

A.25 **Not Part of Owner Representative's Services.** The following services are not part of Owner Representative's services:

- .1 Owner's Representative will not approve final plans, schedules, budgets, and estimates provided and recommended by the Design-Builder.
- .2 Owner's Representative will not authorize or approve any subcontractor bid or cost proposal, any contract bidding documents, or award of contract.
- .3 Owner's Representative will not approve any amendments, Bulletins, Field Work Orders, or Change Orders but will consult with the Owner regarding such.

- .4 Owner's Representative will not undertake any of the responsibilities of the Design-Builder or the Owner, including the design of the Project and the coordination, scheduling, and oversight of the subcontractors or other contractors.
- .5 Owner's Representative will not issue directions regarding or assume control over or charge of any aspect of the design or the means, methods, techniques, sequences, or procedures of construction.
- .6 Owner's Representative will not issue directions regarding or assume control over or charge of safety precautions and programs in connection with the Work during construction.
- .7 Owner's Representative will not reject Work of the Design-Builder or any subcontractor or require special inspection or testing, but will consult with the Owner regarding any such decisions.

Request for Commission Action

City of Springfield, Ohio

Item Number: 253-18

Agenda Date: 1/2/19

Today's Date: 12/18/18

Subject: CultureFest 2019 Grant

Submitted By: Shannon Meadows

Department: Community Development

Contact: 937-324-7381

- | | | |
|---|---|---|
| <input type="checkbox"/> 14-Day Ordinance | <input checked="" type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input checked="" type="checkbox"/> Contract | |

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

Respectfully request City Commission authorize the acceptance of the following donations for CultureFest 2019:

Turner Foundation Grant	\$ 1,000
-------------------------	----------

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

The Turner Foundation requires that we return the signed grant contract by January 8, 2019. We received the notification of the grant award today, 12/18/18.

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

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Grant Agreement with the Turner Foundation for a grant to partially support CultureFest 2019 in an amount up to \$1,000.00; and authorizing the City Manager, Finance Director and Director of Community Development to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant and to comply with all relevant local, state and federal legal requirements; and declaring an emergency.

...oooOOOooo...

WHEREAS, the City has applied for and received notification from The Turner Foundation of an award of funding in the amount of \$1,000.00 to be utilized to support CultureFest 2019; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to comply with timelines imposed by the Turner Foundation, 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 Turner Foundation for a grant to partially support CultureFest 2019 in an amount up to \$1,000.00.

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

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

Section 4. That 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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

THE TURNER FOUNDATION

GRANT AGREEMENT

The Turner Foundation has awarded a grant to your organization to be used for the purposes outlined in your proposal and in compliance with the terms of this agreement. In order to accept this grant, please return this form by January 8, 2019.

Organization: Culture Fest
CultureFest 2019

Address: 76 E. High Street
Springfield, OH 45502

Contact Name: Ms. Nancy Flinchbaugh

E-mail: nflinchbaugh@springfieldohio.gov

Amount Awarded: \$1,000.00

Special Conditions: _____

-
1. **Grant Disbursement.** Funding will be mailed following receipt of this agreement.
 2. **Use of Funds.** Funding is contingent upon the validity of the information provided by the grantee and the guidelines specified in this contract. This grant is being funded for the purposes outlined in the grant application. Please notify The Turner Foundation of any changes to the original request.
 3. **Reports.** Each organization is required to submit a Final Report. We must receive these reports in order for your organization to be considered for additional funding. Report guidelines are available online at www.hmtturnerfoundation.org.

Final Report due date: Friday, November 15, 2019

4. **General Information.** Please visit our website for up-to-date information regarding reports, next year's grant process, guidelines and important dates.

The grantee accepts this grant from The Turner Foundation and agrees to comply with the terms of this agreement.

By: _____

Title: _____

Date: _____

Request for Commission Action

City of Springfield, Ohio

Item Number: 234-18

Agenda Date: 1/2/2018

Today's Date: 12/18/2018

Subject: Correct Amount of Ohio Department of Transportation Operating Grant for 2019

Submitted By: Mark Beckdahl, Finance Director

Department: Springfield City Area Transit (SCAT)
Accountant

Contact: Nikki Weber, Senior

- | | | |
|---|---|---|
| <input type="checkbox"/> 14-Day Ordinance | <input checked="" type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input checked="" type="checkbox"/> Contract | |

**Prior
Ordinance/Resolution:** 18-262

**Date of Prior
Ordinance/Resolution:** 10/9/2018

Summary:

Requesting City Commission authorization for a correction to the amount of the ODOT operating grant for public transit related expenses in 2019 to \$51,050, and declaring an emergency.

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

Emergency action necessary due to grant agreement already being signed.

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

Total Cost:

AN ORDINANCE NO. _____

Amending Ordinance No. 18-262 to revise the Ohio Department of Transportation grant amount to \$51,050.00; and declaring an emergency.

...oooOOOooo...

WHEREAS, in Ordinance No. 18-262, the City Commission authorized the City Manager to enter into an agreement with the Ohio Department of Transportation for aid in financing of operating assistance projects pursuant to the Urban Transit Program in the amount of \$51,049.00 and now wishes to revise said amount to \$51,050.00; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to ensure receipt of grant funds at the earliest possible time, thereby providing for the usual daily operation of the City's Finance Department, which this Commission finds creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

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

Section A. That Section 1 of Ordinance No. 18-262 is hereby amended to read as follows:

Section 1. That the City Manager is authorized to apply for and enter into an agreement with the Ohio Department of Transportation, a copy of which is attached hereto and is hereby approved, for aid in the financing of operating assistance projects pursuant to the Urban Transit Program in the amount of \$51,050.00.

Section B. 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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION



Ohio Department of Transportation

URBAN TRANSIT PROGRAM

2019 GRANT CONTRACT

BETWEEN THE

CITY OF SPRINGFIELD

AND THE

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

CONTRACT NO. 083-SUPT-19-0100

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
1980 W. BROAD ST., COLUMBUS, OH 43223
49 U.S.C. SECTION 5307 OPERATING/CAPITAL GRANT NO. 2019-UTP-GRF
CFDA # None

In consideration of the mutual covenants, promises, representations and warranties set forth herein, the State of Ohio, Department of Transportation ("ODOT") and the City of Springfield ("Grantee") agree as follows:

ARTICLE I DEFINITIONS

The following words and terms as used herein will have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of the Office of Transit.

Calendar Year (CY): 2019.

Certification of Data: the Applicant's annual submission of statistical and financial information which ODOT uses as a basis for allocations of grant funds.

Contract: this signed agreement between ODOT and the Grantee.

Criteria: the Urban Transit Program ("UTP") Criteria as authorized by Section 5501.07 (A) of the Ohio Revised Code and as revised from time to time.

Demand-Responsive: a door-to-door or point-to-point transportation service characterized by flexible routes and schedules designed to accommodate user demand.

Deputy Director: the Deputy Director of the Division of Planning.

Director: the Director of ODOT.

Fiscal Year (FY): the State of Ohio fiscal year, July 1 through June 30.

Fixed-Route: a transportation service where vehicles follow a fixed and predetermined time schedule and route with designated stops.

Grantee: the City of Springfield.

O.M.B.: the United States Office of Management and Budget.

O.R.C.: Ohio Revised Code.

Programs: a grant program authorized by Section 5501.07 of the Ohio Revised Code.

Project Contractor: an independent supplier of Public Transit Service, whether public, private or private nonprofit.

Public Transit Service: the portion of service provided which is eligible for grant funds and for which a fare is charged. It must be operated primarily for the general public over specifically designated routes or within a

designated geographic area no less frequently than once each week. The service may be either Fixed-Route or Demand-Responsive and the Grantee receives funds through the Urban Area Formula Program.

Public Transportation System: a public owned or operated transportation system using buses, rail vehicles or other surface conveyances to provide a transportation service to the general public on a regular and continuing basis.

Service Area: a geographic area which includes the municipality or municipalities in which Public Transit Service is provided.

Urban Area Formula Program: sections of the Federal Public Transportation Act of 2005 which authorize operating, planning and capital assistance for the provision of Public Transit Service.

ARTICLE II

SECTION 1. PURPOSE OF CONTRACT: The purpose of this Contract is to provide operating financial assistance from ODOT to the Grantee in accordance with the Criteria.

SECTION 2. SCOPE AND COST OF PROJECT: The Grant Funds obtained through this Contract will be applied toward the eligible Project Costs incurred for the provision of public transportation service within the City of Springfield, Upper Valley Mall & Clark State Community College Urbanized Area.

FTA Line Item Code	Description	Federal Share	State Share	Local Share	Total
300901	Operating (Federal Share 50%)	\$0	\$51,050	\$0	\$51,050
	Total:	\$0	\$51,050	\$0	\$51,050

The grant funds shall be applied toward the eligible expenses incurred during the time period of January 01, 2019 - December 31, 2019

SECTION 3. GRANT AMOUNT AND ODOT OBLIGATION: ODOT agrees to provide grant funds to the Grantee for the Projects listed above in the amount of Fifty-One Thousand And Fifty Dollars (\$51,050). Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount stated in the first sentence of this Section and will be required to pay only such amount as it may determine. Payment of grant funds is subject to an appropriation and certification in accordance with the requirements of O.R.C. Section 126.07.

SECTION 4. MILESTONE DATES: Milestone dates submitted in the Grantees application will be used to monitor project progress. Grantees not meeting milestone dates risk the withdrawal of Grant funds.

SECTION 5. METHOD OF PAYMENT TO GRANTEE:

Capital Reimbursement: ODOT will issue a payment upon receipt of a completed Capital Reimbursement Invoice. Capital Invoices must be submitted as costs are incurred. Vendor invoices must be included with the Capital Reimbursement Invoice to support the reported costs. All project billing must be completed as specified in the criteria. A fully executed contract must be returned to ODOT before any payments are issued.

Operating: Immediately upon receipt of a fully executed contract, ODOT will issue the first payment. ODOT will issue a second payment upon receipt and reconciliation of a complete combined first and second quarter's Operating Reimbursement Invoice. ODOT will issue a third payment upon receipt and reconciliation of a complete third quarter's Operating Reimbursement Invoice. ODOT will issue a fourth payment upon receipt and reconciliation of a complete fourth quarter's Operating Reimbursement Invoice. Final payment will be made upon receipt and reconciliation of a complete final Operating Reimbursement Invoice and final audit. All Operating Reimbursement Invoices must be received by May 30, 2020. If a final Operating Invoice is not received by May 30, 2020, the fourth quarter's Operating Reimbursement Invoice will be considered the final invoice and no further payments will be made. A fully executed contract must be returned to ODOT before any payments are issued.

SECTION 6. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS: The Grantee shall fully comply with all federal, state and local laws, rules, regulations, executive orders, and other legal requirements as they apply to public transportation and this Contract. Grantee, as a term of the Contract, shall comply with the Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, any and all applicable Federal Executive Orders, any and all applicable Ohio Governor Executive Orders, and any and all other statutes, rules and regulations pertaining to non-discrimination and equal employment opportunity. Grantee further agrees that it is in compliance with the requirements of Ohio Administrative Code 123:1-49. Upon notice to the Grantee from ODOT the Grantee will be required in accordance with terms of this notice to comply with any changes in FTA drug and alcohol regulations and policies regarding bus drivers and other transit personnel in safety sensitive positions.

SECTION 7: EQUAL EMPLOYMENT OPPORTUNITY: In carrying out this Contract, grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. Grantee shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), age (40 years old or older), disability, military status and veteran status and/or any other protected classes covered by any local, state and federal laws. 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. In addition, the Grantee will not deny anyone the benefits of participation in any

federally funded program on account of race, color, or national origin.

Grantee 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 (including pregnancy, gender identification and sexual orientation), national origin (ancestry), age (40 years old or older), disability, military status and veteran status. Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (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.

Grantee agrees to ensure that minority business enterprises, as such are defined in 49 CFR PART 23, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this Contract.

SECTION 8. INDEPENDENCE OF GRANTEE: In no event shall the Grantee or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US DOT. The Grantee agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of ODOT, the State, or US DOT and will not by reason of any relationship with ODOT or US DOT make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning workers' compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

SECTION 9: SALE, DISPOSITION OR ENCUMBRANCE OF PROJECT EQUIPMENT: Sale or disposition of Project Equipment shall be undertaken by the Grantee only after receiving ODOT's written approval. If applicable, upon disposition the Grantee shall refund to ODOT the Federal and the State share of the Fair Market Value of the Project Equipment that does not meet minimum disposition criteria as described in Chapter 9, Inventory and Disposition, of the Manual.

The Grantee shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any Project or Project Equipment unless such action is authorized in writing by the Administrator.

SECTION 10. REQUIRED INSURANCE COVERAGE: The Grantee shall purchase and maintain throughout the Project Life a comprehensive policy of insurance upon the Project Equipment. Said policy shall include collision, theft, and liability insurance. Collision and theft insurance shall be maintained upon the Project Equipment in an amount no less than the Federal and State participation rate of the fair market value. Liability insurance shall protect US DOT, ODOT, and the Grantee from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project Equipment by the Grantee or by anyone directly or indirectly associated with the Grantee. Unless the Grantee receives the prior written permission of the Administrator to carry a lower amount of insurance coverage, the minimum amount of liability insurance the Grantee shall maintain is \$500,000 per occurrence and \$500,000 in the aggregate.

If the Project Equipment is to be located in an area identified by the Secretary of the United States Department of Housing and

Urban Development as an area having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, 42 U.S.C. 4011 et. seq., the Grantee shall purchase flood insurance upon the Project Equipment in an amount which is equal to the Federal and State shares of its Fair Market Value based on the original Federal and State participation rates.

SECTION 11. OHIO ETHICS LAW: Grantee agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION 12. GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Grantee affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, ODOT reserves the right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided ODOT in this Contract.

The Grantee agrees to complete the attached Exhibit I, Executive Order 2011-12K Affirmation and Disclosure Form, which is incorporated and becomes a part of this Contract.

SECTION 13. OHIO ELECTIONS LAW: Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

SECTION 14. TRADE: Pursuant to the federal Export Administration Act and O.R.C. 9.76(B), Grantee warrants that it is not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Contract.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The Grantee certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at . A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

SECTION 15. LOBBYING: Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). GRANTEE agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature

on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

SECTION 16. DRUG-FREE WORKPLACE: The Grantee agrees to comply with all applicable state and federal laws regarding a drug-free workplace. The Grantee shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

SECTION 17. SERVICE CHANGES: The Grantee shall submit to the Administrator a report of any significant trends or developments during the period covered by the grant which have occurred as a result of the Program.

SECTION 18. REQUIRED INFORMATION AND DOCUMENTATION: The Grantee will submit copies of all documents relating to this Contract, including financial reports, to the Administrator on a continuing basis.

The Grantee shall provide documentation to ODOT to establish that the cognizant metropolitan planning organization has certified that a comprehensive integrated regional transportation plan has been developed for the Grantee's geographical area. The Project will be both consistent with, and justified by, said plan.

The Grantee shall submit to ODOT a copy of its:

Final FTA triennial review report within the last three years and a copy of the closeout letter from FTA within 30 days after receipt;

Statistics data in BlackCat report by ODOT established due date;

Inventory in BlackCat update by ODOT established due date;

Financials Data in BlackCat data report by established due date, where required.

The Grantee shall submit all other information as requested by ODOT or its agents.

SECTION 19. PROJECT ADMINISTRATION: An Audit shall be performed on each project in accordance with U.S. Department of Transportation ("US DOT") audit requirements. The audit shall account for all Project costs originally budgeted in SECTION 2 of this Contract.

If the Audit reveals an overpayment of grant funds, and ODOT requests return of the overpayment, the Grantee shall return the overpayment to ODOT not later than forty-five days after completion of the audit.

The Grantee shall notify ODOT if the Grantee is requested to refund a portion of the US DOT grant funds for any reason.

The Grantee shall permit ODOT or any of its agents to inspect offices, records, books, operations and facilities of the Grantee and of all Project Contractors pertaining to the Project.

If Grantee receives grant funds to be distributed to two or more Project Contractors, the Grantee shall distribute the grant funds on the basis of the grant formula provided in the Criteria unless prior written approval is obtained from the Administrator to allocate the grant funds by a different formula.

SECTION 20. UNRESOLVED RECOVERY: No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with grant funds, to a person to whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

SECTION 21. QUALIFICATIONS TO DO BUSINESS: Grantee affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement Grantee for any reason, becomes disqualified from conducting business in the State of Ohio, Grantee will immediately notify the Attorney General in writing and will immediately cease performance of the Work.

SECTION 22. CHANGE IN CONDITIONS OR LAW AFFECTING PERFORMANCE: The Grantee shall immediately notify ODOT of any change in conditions or local law or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Contract.

SECTION 23. DEFAULT: Default in connection with this Contract or any other Grant Contract entered into by ODOT and the Grantee, whether or not payment of grant funds has been fully or partially made, may result in ODOT at its option declining to make any further payments to the Grantee and requiring reimbursement from the Grantee of all funds received under this Contract or such other action as ODOT at its option shall take.

Whenever any event of default has occurred, ODOT may: decline to make any further payments under this Contract to the Grantee, and require reimbursement from the Grantee of all or any portion of the grant funds for any period of time that the Grantee has been in default.

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 Contract 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 Grantee 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.

SECTION 24. NO ADDITIONAL WAIVER IMPLIED: If any term, provisions or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 25. SEVERABILITY: If any provision of this Contract is held to be invalid or unenforceable by a court having the requisite jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

SECTION 26. REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE: The Grantee hereby represents and warrants that it is a municipal corporation, a county or a county transit board, regional transit authority or regional transit commission, established pursuant to Chapter 306 of the Ohio Revised Code, and that it has full power and authority to enter into this Contract and to perform its obligations hereunder.

The Grantee hereby restates and confirms the Standard Assurances and all other statements, representations, covenants and Contracts contained in the Grantee's application for grant funds issued pursuant to this Contract.

The Grantee hereby represents and warrants that the amount shown in SECTION 2 of this Contract as the total project cost and the eligible expenses are the total project cost and eligible expenses, respectively.

SECTION 27. PROGRAM CRITERIA: the current Criteria for the Urban Transit Program as determined by ODOT are incorporated into this Contract in their entirety, and ODOT shall determine the applicability of particular criteria and definitions to this Contract.

SECTION 28. GOVERNING LAW: This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract 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 Contract or the performance thereunder shall be brought only in the courts of Ohio, and the GRANTEE 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 Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

SECTION 29. OFFER; EFFECTIVE DATE: When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty days of such transmittal, unless an extension is granted in writing by the Deputy Director at the request of the Grantee. This Contract shall become effective upon its execution by ODOT and the Grantee, and the obligations of the parties hereunder shall then begin.

SECTION 30. SIGNATURES: Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

The parties have executed this Contract as of the day and year last written below.

FOR THE GRANTEE:

By: James A. Bodenmiller

Print Name: James A. Bodenmiller

Title: City Manager

Date: 12/03/2018

Approved as to Legal Form:

STATE OF OHIO DEPARTMENT OF TRANSPORTATION:

By: Jerry Wray

Jerry Wray, Director

Date: 12/03/2018

EXHIBIT I
STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

Standard Affirmation and Disclosure Form
EXECUTIVE ORDER 2011-12K
Governing the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John Kasich. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website: (<http://governor.ohio.gov/MediaRoom/ExecutiveOrders.aspx>).

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive the contract will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

_____	_____
(Address)	(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

_____	_____
(Name)	(Address, City, State, Zip)

_____	_____
(Name)	(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

_____	_____
(Address)	(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

_____	_____
(Name)	(Address, City, State, Zip)

_____	_____
(Name)	(Address, City, State, Zip)

_____	_____
(Name)	(Address, City, State, Zip)

Signature Certificate

 Document Reference: MR6CVPJKUIMDH349W392V2

RightSignature
Easy Online Document Signing



Jennifer Townley

Party ID: KZ4XACIGH227CIYTMK3HF7

IP Address: 156.63.133.86

VERIFIED EMAIL: jennifer.townley@dot.ohio.gov

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

3372f8a601eb9d90717aaa828e8f0adde7add2b9



James Bodenmiller

Party ID: GFXVCGJRK5JT75YPXDBAMP

IP Address: 69.61.135.162

VERIFIED EMAIL: jbodenmiller@springfieldohio.gov

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

006e49629edf49398462cae3e8a76594f7a4afce



Timestamp

2018-12-03 06:20:18 -0800

2018-12-03 06:20:18 -0800

2018-12-03 06:19:52 -0800

2018-12-03 05:41:24 -0800

2018-12-03 05:38:45 -0800

2018-11-30 08:52:45 -0800

Audit

All parties have signed document. Signed copies sent to: Esther Klaus Transit, Jennifer Townley, and James Bodenmiller.

Document signed by Jennifer Townley (jennifer.townley@dot.ohio.gov) with drawn signature. - 156.63.133.86

Document viewed by Jennifer Townley (jennifer.townley@dot.ohio.gov). - 156.63.133.86

Document signed by James Bodenmiller (jbodenmiller@springfieldohio.gov) with drawn signature. - 69.61.135.162

Document viewed by James Bodenmiller (jbodenmiller@springfieldohio.gov). - 69.61.135.162

Document created by Esther Klaus Transit (esther.klaus@dot.ohio.gov). - 156.63.133.86



This signature page provides a record of the online activity executing this contract.

Request for Commission Action

City of Springfield, Ohio

Item Number: 159-17

Agenda Date: 1/2/19

Today's Date: 12/17/18

Subject: Award of Contract to J & J Schlaegel, Inc. for the E. Harding Road Reconstruction project

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda, City Engineer

- | | | |
|---|---|---|
| <input type="checkbox"/> 14-Day Ordinance | <input checked="" type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input checked="" type="checkbox"/> Contract | |

Prior
Ordinance/Resolution: 17-189
18-204

Date of Prior
Ordinance/Resolution: 8/1/17
7/31/18

Summary:

Bids were received on December 14, 2018, for the above referenced project. The following is a list of the bidders and their bids:

J & J Schlaegel, Inc.	\$ 568,852.52
Milcon Concrete, Inc.	\$ 597,585.00
Performance Site Development	\$ 600,258.17 (Read as \$600,058.17)
R.B. Jergens Contractors, Inc.	\$ 621,690.55
Outdoor Enterprise, LLC	\$ 646,303.00
Adleta, Inc.	\$ 680,888.36
Engineer's Estimate	\$ 708,375.40

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

This project consists of the reconstruction of approximately 922 feet of E. Harding Road, between Fountain Avenue and Limestone Street. Work also includes replacing the existing curb, storm sewer system, concrete drive approaches, water service lines and sanitary sewer rehabilitation.

This office is recommending that City Commission authorize the award of a contract to the J & J Schlaegel, Inc., in the amount of \$568,852.52 at their January 2nd meeting as an emergency ordinance. This authorization should be granted as an emergency in order to expedite the start of construction of this project.

Department/Division	Fund Description	Account Number	Actual Cost
Engineering	OPWC	(4744)	\$ 317,443.28
Engineering	PI	140012-6050 (4744)	\$ 170,930.99
Engineering	Water		\$ 36,150.00
Engineering	Sewer		\$ 44,328.25

Total Cost: \$ 568,852.52

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a contract with J & J Schlaegel, Inc. for the East Harding Road Reconstruction Project for an amount not to exceed \$568,852.52; and declaring an emergency.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received bids for the East Harding Road Reconstruction Project; and

WHEREAS, after receiving and reviewing the bids submitted, the City's Purchasing Division has recommended award of contract to J & J Schlaegel, Inc., for an amount not to exceed \$568,852.52, which was the lowest and best bidder;

WHEREAS, it is necessary that this Ordinance become effective immediately in order to expedite the start of construction, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a contract with J & J Schlaegel, Inc. for the East Harding Road Reconstruction Project for an amount not to exceed \$568,852.52.

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. The City Manager is authorized to approve change orders with respect to the contract so long as the scope of the work is not materially changed and the amount hereby authorized is not exceeded.

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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 003-19

Agenda Date: 12/18/2018

Today's Date: 12/11/2018

Subject: Shelter + Care Grant Agreement and Subrecipient Funding Agreement

Submitted By: Shannon Meadows

Department: Community Development

Contact: Jackie Sudhoff

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> Resolution (1 Reading)	<input type="checkbox"/> 14-Day Resolution (2 Readings)	<input type="checkbox"/> Emergency Resolution
<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract	

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Requesting Commission action authorizing the City Manager to enter into a Grant Agreement between the City of Springfield and the Department of Housing and Urban Development (HUD) for the Continuum of Care (Shelter + Care 2 Grant # OH0295L5E071709) in the amount of \$33,375 and to enter into a Subrecipient Funding agreement with Springfield Metropolitan Housing Authority to carry out the program activities in an amount not to exceed \$31,284. This grant provides Sponsor Based Rental Assistance and Administration funds to house disabled homeless households and provides for social services provision as part of the match required by the grant. Staff is requesting a confirm and approve date of December 1, 2018 which is the grant operating start date.

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

Staff is requesting a confirm and approve emergency action to authorize the City Manager to sign the Grant Agreement with HUD and the subrecipient funding agreement. The 2017-18 grant expired November 30, 2018. SMHA has provided continuous service and rental assistance to the clients served by this grant throughout the gap in grant agreements. Prolonging the City's process would cause undue hardship on the organization.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
CD			\$33,375.00

Total Cost: \$33,375.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Shelter Plus Care 2 Grant Agreement (Grant #OH0295L5E071709) with the United States Department of Housing and Urban Development in an amount not to exceed \$33,375.00; authorizing the City Manager and the Director of Finance to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant agreement and to comply with all relevant local, state and federal legal requirements; authorizing the City Manager to enter into a Subrecipient Funding Agreement (Shelter Plus Care 2 Sponsor Based Rental Assistance -- 2018-2019) by and among the City, Springfield Metropolitan Housing Authority and the District Council of Springfield, Ohio of St. Vincent DePaul, Inc. to conduct a Shelter Plus Care 2 funded Sponsor Based Rental Assistance and Administration Program in an amount not to exceed \$31,284.00; confirming and approving related expenditures occurring from December 1, 2018 to the date of this ordinance; and declaring an emergency.

...oooOOOooo...

WHEREAS, the City has applied for and received approval for a Shelter Plus Care 2 Grant Agreement (Grant #OH0295L5E071709) with the United States Department of Housing and Urban Development in an amount not to exceed \$33,375.00; and

WHEREAS, Springfield Metropolitan Housing Authority is willing to carry out a rental assistance housing program funded through a grant of City Shelter Plus Care 2 funds; and

WHEREAS, it is necessary that this Ordinance become effective immediately In order to comply with submittal deadlines imposed by HUD, which this Commission finds creates an emergency to preserve the public peace, health, safety and property, necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a Shelter Plus Care 2 Grant Agreement (Grant #OH0295L5E071709) with the United States Department of Housing and Urban Development in an amount not to exceed \$33,375.00, a copy of which is attached hereto and is hereby approved.

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

Section 3. That the City Manager is hereby authorized to enter into a Subrecipient Funding Agreement (Shelter Plus Care 2 Sponsor Based Rental Assistance – 2018-2019) by and among the City, Springfield Metropolitan Housing Authority and the District Council of Springfield, Ohio of St. Vincent DePaul, Inc. to conduct a Shelter Plus Care 2 funded Sponsor Based Rental Assistance and Administration Program in an amount not to exceed \$31,284.00, a copy of which is attached hereto and is hereby approved.

Section 4. That all related expenditures incurred from December 1, 2018 to the passage of this ordinance are hereby confirmed and approved.

Section 5. 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., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION



U.S. Department of Housing and Urban Development
Columbus Field Office
Office of Community Planning and Development
200 North High Street
Columbus, Ohio 43215-2499

**Continuum of Care (CoC)
Homeless Funding / FY-2017 Funding Round – Renewal Project**

Date Sent to Recipient: NOV 20 2018

Continuum of Care (CoC): OH-507 – Balance of State

Recipient Name: City of Springfield
Project Name: St. Vincent DePaul SPC
Project Number: OH0295L5E071709
Grant Amount: \$33,375

Component: PH/PSH
Renewal Term: 1-year

Operating Start Date (OSD): 12/1/2018 – Use this date in LOCCS/eLOCCS

Grant/Budget Line Item Breakdown:

Rental Assistance / Item #1040	\$31,284
Administration/Item #1060	\$ 2,091

Please note that during the review of your submission, no Issues or Conditions (I/C's) were identified. Therefore, we were able to skip the recipient's I/C phase and go straight to the Grant Agreement phase. We congratulate you on your selection for funding under the Continuum of Care Homeless Program. Enclosed is the "SCOPE OF WORK EXHIBIT" that constitutes the agreement between you and HUD for the 2017 funding round.

The 2015 funding round Grant Agreement included a full Agreement and the "Exhibit 1–Scope of Work" detailing relevant project information for that funding round. The renewal Agreement for subsequent funding rounds is a "SCOPE OF WORK EXHIBIT" to be attached to the 2015 Grant Agreement. The information contained in a Scope of Work, all other information contained in the body of the 2015 Grant Agreement, information in 2 CFR 200, and 24 CFR Part 578 remain in effect for any subsequent renewal projects and are considered part of the Grant Agreement.

The Scope of Work will contain relevant project information for the 2017 renewal. The Exhibit number will increase sequentially each year the project is renewed under the HEARTH Act; i.e., Exhibit 1, Exhibit 2, Exhibit 3, etc. *As a reminder, the applicable Regulations, and all other aspects of the 2015 Grant Agreement, remain in effect with all subsequent renewals.*

The HUD Columbus Field Office will now send Grant Agreements executed (signed/dated) by the Community Planning and Development (CPD) Director to homeless Recipients/Agencies via scan/PDF/email. Recipients will now also be able to execute the Grant Agreements at their end and return them electronically to the CPD Office in Columbus.

Important – Please ensure that the Agreements are signed and dated by the official authorized to sign such documents. Return the fully executed copy, via scan/PDF/email, directly back to Myrna Cokes for tracking and processing to the Finance and Accounting Division (FAD).

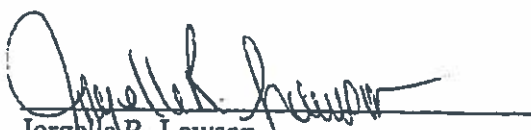
When the signed/dated copies are received in our office, your grant will be forwarded to FAD and entered into the Line of Credit Control System (LOCCS). Your funds cannot be disbursed until the fully executed Agreements have been returned to HUD and entered into LOCCS/eLOCCS, which will allow you "draw access" on your grant via eLOCCS.

OSD – Your OSD for your renewal grant is the already established date as noted above. Enter this date in LOCCS/eLOCCS. Do NOT change this date without an Amendment approved by HUD/CPD Columbus.

DUNS Number – Remember that your agency must be registered and showing as "active" in the System for Award Management (SAM) website for HUD to complete the processing and entry into LOCCS of Grant Agreements.

Monitoring – All HUD-funded programs are subject to onsite monitoring. Such onsite monitoring could include, *but not be limited to*, a review of clients/beneficiaries, housing, project/program progress, financial management (accounting and transactions), program management, subrecipient oversight, match and/or environmental documentation (both of which must be kept in your local agency files), etc.

If you have questions, please contact Ms. Trevia Thomas, your HUD/Columbus Field Office Community Planning and Development (CPD) Representative, at (614) 280-6132, or via email at trevia.thomas@hud.gov.


Jorgelle R. Lawson
Director, Office of Community
Planning and Development

Tax ID No.: 31-6000056
CoC Program Grant Number: OH0295L5E071709
Effective Date:
DUNS No.: 079426334

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 33375 for project number OH0295L5E071709. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

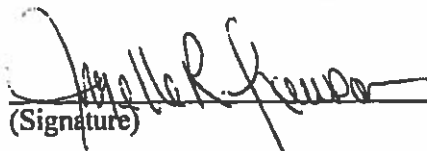
a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 31284
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 2091

- | | |
|---|------|
| 1. Relocation Costs | \$ 0 |
| m. HPC homelessness prevention activities: | |
| Housing relocation and stabilization services | \$ 0 |
| Short-term and medium-term rental assistance | \$ 0 |
4. The performance period for the project begins 12-01-2018 and ends 11-30-2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:


(Signature)

Jorgelle Lawson, Director
(Typed Name and Title)

NOV 20 2018

(Date)

RECIPIENT

City of Springfield

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

SUBRECIPIENT FUNDING AGREEMENT
(SHELTER PLUS CARE 2 SPONSOR BASED RENTAL ASSISTANCE -- 2018-2019)

THIS AGREEMENT is effective the ____ day of _____, 2018, by and among **THE CITY OF SPRINGFIELD, OHIO** (hereinafter referred to as "CITY"), an Ohio municipal corporation, whose mailing address is 76 East High Street, Springfield, Ohio 45502, **SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**, an Ohio not-for-profit corporation, whose mailing address is 101 West High Street, Springfield, Ohio 45505 (hereinafter referred to as "SUBRECIPIENT"), the **DISTRICT COUNCIL OF SPRINGFIELD, OHIO OF ST. VINCENT DePAUL, INC.**, an Ohio not-for-profit corporation, whose mailing address is 2425 East High Street, Springfield, Ohio 45505 (hereinafter referred to as "SPONSOR")

WITNESSETH:

WHEREAS, SUBRECIPIENT is willing to administer disbursements of a Shelter Plus Care 2 - Sponsored Based Rental Assistance Program in Springfield (hereinafter the "Assistance Program"); and,

WHEREAS, SPONSOR owns a four unit apartment building located at 907/915 South Limestone Street approved for rehabilitation utilizing Supportive Housing Funds, HOME and private funds; and,

WHEREAS, Interfaith Hospitality Network, Inc. has received a funding grant from the U.S. Department of Housing and Urban Development ("HUD") to perform screening, case management and screening service functions in connection with sponsor based rental assistance programs, including the Assistance Program, and SUBRECIPIENT and SPONSOR will rely upon receiving those services in obtaining clients to receive benefits under the Assistance Program; and,

WHEREAS, SPONSOR was sponsor of the Shelter Plus Care 2 grant application submitted by the CITY and is willing to make such units available to eligible homeless persons.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Responsibility for Grant Administration. The CITY is responsible to the United States government for ensuring the administration of the Shelter Plus Care 2 funds in accordance with all program requirements. SUBRECIPIENT and SPONSOR each understand that the use of subrecipients or contractors does not relieve the CITY of this responsibility. The CITY is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise.

2. Program Requirements. SUBRECIPIENT and SPONSOR each, are required to carry out the Assistance Program in compliance with all federal laws and regulations in 24 CFR Part 578, Department of Housing and Urban Development, which is incorporated herein and made a part hereof as if fully rewritten as well as complying with the requirements specified in ATTACHMENT I - Work Program. Notwithstanding the foregoing:
 - a. The SUBRECIPIENT and SPONSOR do not assume the CITY's environmental responsibilities.
 - b. The SUBRECIPIENT and SPONSOR do not assume the CITY's responsibility for initiating the review process under Executive Order 12372, as described in 24 CFR Section 92.359.
3. Scope of Service.
 - a. The SUBRECIPIENT and SPONSOR hereby agree to utilize funds made available under the Assistance Program and provided by CITY to SUBRECIPIENT for the purpose of implementing the above-mentioned Assistance Program as described in ATTACHMENT I - Work Program. Changes in ATTACHMENT I - WORK PROGRAM may be requested from time-to- time by either the CITY, SUBRECIPIENT or the SPONSOR and shall be incorporated in written amendments to this Agreement. The SUBRECIPIENT certifies that it will utilize the funding provided by the CITY to provide the Shelter Plus Care 2 funded – Sponsor Based Rental Assistance to eligible persons living in Clark County; provided that no funding shall be expended for administrative activities (i.e. money not paid directly to the tenant sponsor).
 - b. Interfaith Hospitality Network, Inc. is expected to perform screening functions for SPONSOR'S clients which may qualify for sponsor based rental assistance and refer qualified clients to SUBRECIPIENT as described in ATTACHMENT I - Work Program. SUBRECIPIENT and SPONSOR shall select beneficiaries for the Assistance Program in strict compliance with 24 CFR Part 578.
4. Time of Performance. This Agreement shall take effect as of December 1, 2018 and continue through and including November 30, 2019; provided, however, SUBRECIPIENT shall not engage in expenditures after November 15, 2018 for which SUBRECIPIENT will seek reimbursement from CITY.

5. Consideration.

- a. The CITY shall provide funding to SUBRECIPIENT for all expenditures made in accordance with the schedule set forth in ATTACHMENT II - Work Program Budget. In no event shall funding paid to SUBRECIPIENT under this Agreement exceed the maximum sum of Thirty One Thousand Two Hundred Eighty Four Dollars (\$31,284.00). SUBRECIPIENT hereby acknowledges that in no event are payments to be financed by funds other than the funds granted by the Federal Government for the Shelter Plus Care 2 - Sponsor Based Rental Assistance Program.
- b. SPONSOR acknowledges that receiving rental subsidies for the benefit of SPONSOR'S clients (i.e. qualified tenants) from SUBRECIPIENT for Shelter Plus Care 2 -- Sponsor Based Rental Assistance is of substantial benefit to SPONSOR and is consideration for its covenants and promises made in this Agreement.

6. Method of Payment. The CITY shall reimburse the SUBRECIPIENT for proper expenditures up to a maximum sum of Thirty One Thousand Two Hundred Eighty Four Dollars (\$31,284.00). Subject to the receipt of funds from the United States Treasury, the CITY agrees to reimburse the SUBRECIPIENT for authorized expenditures for which vouchers and other similar documentation to support payment expenses are maintained under those generally accepted accounting principles and procedures approved by the CITY and outlined in 24 CFR Part 578 and 24 CFR Part 200. [Such documentation shall be submitted to the CITY by the 15th day of each quarter for the preceding quarter; quarters begin with the first days of April, July, October and January]. Payment shall be made within thirty (30) days of receipt by the CITY of all documentation required by the CITY of SUBRECIPIENT verifying the amount and nature of SUBRECIPIENT'S expenditures; provided that funds for the Assistance Project have been deposited with the CITY. SUBRECIPIENT, as opposed to the CITY, shall provide payment to SPONSOR for Shelter Plus Care 2 -- Sponsor Based Rental Assistance attributed to qualified clients renting from SPONSOR and referred by Interfaith Hospitality Network, Inc. to SPONSOR and SUBRECIPIENT.

7. Program Income. All income received from the Shelter Plus Care 2 -- Sponsor Based Rental Assistance Program funded activities shall be considered program income and subject to 24 CFR Part 578 and applicable Shelter Plus Care 2 regulations. Unless this Agreement, at ATTACHMENT II - Work Program Budget, specifies whether program income received is to be returned to the CITY or retained by the SUBRECIPIENT, all such income shall be promptly returned to the CITY upon its request.

8. Reversion of Assets. Upon expiration of this Agreement, the SUBRECIPIENT shall transfer to the CITY any Shelter Plus Care 2 funds on hand at the time of expiration, any accounts receivable attributable to the use of the Shelter Plus Care 2 funds, and any personal property acquired by SUBRECIPIENT with the Shelter Plus Care 2 funds provided to SUBRECIPIENT by CITY. SUBRECIPIENT shall also ensure that any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with Shelter Plus Care 2 funds is conveyed, free and clear of any and all encumbrances, to the CITY or to such grantee as the CITY may designate.
9. Subcontracting. None of the services covered by this Agreement shall be subcontracted without prior written approval by the CITY and prior written approval of the subcontracting document by the CITY. SUBRECIPIENT and SPONSOR each shall not employ, engage the services of, or award a contract to any subcontractor who has been debarred, suspended or placed in ineligibility status by HUD. SUBRECIPIENT and SPONSOR each agree to place in their respective contracts which they may enter into with a subcontractor a provision prohibiting such subcontractor from entering into a contract (related to this Agreement) with a person or other entity who is debarred, suspended or placed in ineligibility status by HUD. SUBRECIPIENT shall not provide benefits funded pursuant to this Agreement to a tenant who is debarred, suspended or placed in ineligibility status by HUD without first obtaining written consent of the CITY. SPONSOR shall not provide benefits funded pursuant to this Agreement to a tenant who is debarred, suspended or placed in ineligibility status by HUD without first obtaining written consent of the CITY. SUBRECIPIENT and SPONSOR each warrant that they shall comply with the CITY'S minority business enterprise requirements.
10. Compliance with Regulations and other Federal Requirements. SUBRECIPIENT and SPONSOR each will comply with the Regulations of the United States Department of Housing and Urban Development, including those listed in ATTACHMENT III Subpart K Other Program Requirements. SUBRECIPIENT and SPONSOR shall each strictly comply with the requirements of the Fair Housing Act, 42 USC Sections 3601-3519 and the implementing regulations at 24 CFR Parts 100, 106 and 109; 24 CFR Part 200; Executive Order 11063 [Equal Opportunity in Housing], and the implementing regulations at 24 CFR Part 107; Titled VI of the Civil Rights Act of 1964, 42 USC 2000d, and the implementing regulations at 24 CFR Part 1; and the Civil Rights Act of 1991. SUBRECIPIENT and SPONSOR shall each not engage in prohibited discrimination on the basis of age in violation of the Age Discrimination Act of 1975, 42 USC Sections 6106-6107 and the implementing regulations at 24 CFR Part 146. SUBRECIPIENT and SPONSOR shall

each not engage in prohibited discrimination on the basis of handicap in violation of Section 504 of the Rehabilitation Act of 1973, 29 USC Section 794 and the implementing regulations at 24 CFR Part 8 or the Americans with Disabilities Act of 1990. SUBRECIPIENT and SPONSOR shall each strictly comply with the regulations of Executive Order 11246 [Equal Employment Opportunity] and the implementing regulations issued under the order at 41 CFR Chapter 60. SUBRECIPIENT and SPONSOR shall each strictly comply with Section n 3 of the Housing and Urban Development Act of 1968, 12 USC Section 1701u [Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects] and the implementing regulations at 24 CFR part 135. SUBRECIPIENT and SPONSOR shall each strictly comply with the requirements of the National Historic Preservation Act, 16 USC Section 470-470t and the implementing regulations at 36 CFR Part 800 [The Protection Of Historic and Cultural Properties]. SUBRECIPIENT and/or SPONSOR shall provide to each tenant beneficiary with a copy of the notice prepared by HUD entitled "Watch Out For Lead-based Paint Poisoning." SUBRECIPIENT and/or SPONSOR shall obtain a receipt from each such tenant verifying the date the tenant received the notice and will provide a true copy of the receipt to the CITY.

11. Maintenance and Availability of Records. In connection with the Agreement, the SUBRECIPIENT and SPONSOR shall each maintain all their accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to costs incurred. Such records shall be retained for a period of at least four years after close out of the funds; after the conclusion of any litigation, claim, negotiation, audit, or other action related to such funds. Such records shall be furnished and available for inspection by the United States Department of Housing and Urban Development or any authorized representative of the CITY. Such records shall be available at the SUBRECIPIENT'S and SPONSOR'S offices, as applicable, at all reasonable times. If a claim, investigation or litigation is pending after what is assumed to be final payment, that, in effect cancels the final payment date. The retention period will not begin until final settlement and conclusion of the claim, investigation or litigation.
12. Termination. The CITY may terminate this Agreement, in its entirety, and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any Shelter Plus Care 2 funds from either SUBRECIPIENT or SPONSOR, at CITY'S discretion, if either SUBRECIPIENT or SPONSOR:
 - a. violates any provision of this Agreement; or

- b. violates any provision of the Stewart B. McKinney Homeless Assistance Act; or
 - c. violates any applicable regulations or terms and conditions of approval of the applications which the Secretary of the United States Department of Housing and Urban Development (hereinafter "HUD") has issued or shall subsequently issue during the period of this Agreement; or
 - d. fails to complete performance in a timely manner. The CITY may also terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, by giving the SUBRECIPIENT and SPONSOR thirty (30) days written notice, in the event that the Secretary of HUD shall;
 - i. withdraw funds allocated to the CITY under CITY's application for program activities which substantially prevent performance of the program in the CITY;
 - ii. terminate the CITY'S funding allocation pursuant to an Act of Congress; or
 - iii. fail to approve a grant application filed by the CITY.
13. Dispute Resolution. Any controversy or claim arising out of, or relating to, this Agreement or the breach thereof, shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any Court having jurisdiction thereof. It is agreed that any and all proceedings conducted in arbitrating any dispute under this Agreement shall be held in Springfield, Ohio.
14. Independent Contractor Status. It is agreed that SUBRECIPIENT and SPONSOR each shall have the status of an independent contractor under this Agreement. SUBRECIPIENT and SPONSOR each agree that they will pay and make all required filings in connection with state, city and federal payroll taxes, social security contributions and workers' compensation and unemployment insurance premiums or any other required payments of filings in connection with the engagement of any persons or firms SUBRECIPIENT and SPONSOR, respectively, may use in performing its responsibilities under this Agreement.
15. Compliance with Law. SUBRECIPIENT and SPONSOR each agree that the transaction with is the subject of this Agreement and all activities engaged in by SUBRECIPIENT and SPONSOR in performing this Agreement shall be conducted in full and complete compliance with all federal, state and local constitutions, charters, statutes, ordinances, rules

and regulation of whatever nature. SUBRECIPIENT and SPONSOR shall each do all things necessary to accomplish such full and complete compliance. Warning: It is unlawful for officials and employees of CITY to receive gratuities. CITY shall not engage in any conflict of interest in violation of applicable law. SUBRECIPIENT and SPONSOR each warrant that to the best of their knowledge no City Commissioner, officer or employee of the CITY, or their designees, agents or consultants, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, resulting from the use of the funding provided pursuant to this Agreement.

16. Indemnification.

- a. SUBRECIPIENT agrees to indemnify the CITY from any liability and to save the CITY harmless from any damage which the CITY may suffer as a result of acts or omissions of SUBRECIPIENT or any employee or agent of SUBRECIPIENT. In the event HUD determines that any costs which were funded by funding provided to SUBRECIPIENT pursuant to this Agreement were not eligible costs, SUBRECIPIENT shall repay to CITY the amount of the funding made to fund costs found not to be eligible costs. This section places an absolute obligation on SUBRECIPIENT to indemnify and hold the CITY harmless from any expenditure recovery action by HUD against the CITY to recover funding for SUBRECIPIENT'S costs determined by HUD to be ineligible costs or disbursement of Shelter Plus Care 2 funds in violation of 24 CFR part 578.
- b. SPONSOR agrees to indemnify the CITY from any liability and to save the CITY harmless from any damage which the CITY may suffer as a result of acts or omissions of SPONSOR or any employee or agent of SPONSOR. In the event HUD determines that any costs which were funded by funding provided to SPONSOR pursuant to this Agreement were not eligible costs, SPONSOR shall repay to CITY the amount of the funding made to fund costs found not to be eligible costs. This section places an absolute obligation on SPONSOR to indemnify and hold the CITY harmless from any expenditure recovery action by HUD against the CITY to recover funding for SPONSOR's costs determined by HUD to be ineligible costs or disbursement of Shelter Plus Care 2 funds in violation of 24 CFR part 578.

17. No Waiver. Failure of CITY to complain of any act or omission on the part of SUBRECIPIENT and/or SPONSOR no matter how long the same may continue, shall not be deemed to be a waiver by CITY of any of its rights hereunder. No waiver by CITY at any time, expressed or implied, of

any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

18. Merger. This Agreement, including its attachments, constitutes the entire understanding of the parties and shall not be altered, changed, modified, or amended except by similar instruments in writing, executed by the parties hereto.
19. Assignment. It is agreed that none of the parties shall have the right at any time to assign its interest in and to this Agreement without the written consent of the other party; provided, however CITY shall have the right to require SPONSOR and/or SUBRECIPIENT to assign their interest(s) in this Agreement to a third party of CITY'S choosing, without compensation to the assignor for such assignment and without obtaining the consent of any of the other parties to this agreement..
20. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto, their respective legal representatives, successors and assigns.
21. ADA. SUBRECIPIENT and SPONSOR shall each fully comply with all applicable provisions of the Americans with Disabilities Act of 1990 and all regulations issued in connection therewith.
22. Sponsor Based Rental Assistance. Use of the Shelter Plus Care 2 funds provided to SUBRECIPIENT and SPONSOR pursuant to this Agreement, to provide sponsor based rental assistance shall be limited in the following respects:
 - a. SUBRECIPIENT shall provide assistance funded by this Agreement only to beneficiaries who are qualified in strict compliance with tenant selection policies described in 24 CFR Part 578.
 - b. All leases and rental assistance agreements for which the Shelter Plus Care 2 funded rental assistance is provided must comply with the requirements of 24 CFR Part 578.
 - c. SUBRECIPIENT shall contractually require tenant beneficiaries receiving the Shelter Plus Care 2 funded assistance provided pursuant to this Agreement to apply and use such assistance at the 907-913 South Limestone Street, Springfield, Ohio facility.
 - e. Housing occupied by a family receiving sponsor based rental assistance provided pursuant to this Agreement must meet the

performance requirements set forth in 24 CFR Section 882.109. In addition, the housing must meet the acceptability criteria set forth in 24 CFR Section 882.109, except for such variations as are proposed by the participating jurisdiction and approved by HUD.

- f. Maximum tenant based assistance subsidy -- The amount of the monthly assistance that SUBRECIPIENT may pay to, or on behalf of, a family shall comply with 24 CFR Part 578.77.
- g. SUBRECIPIENT and SPONSOR shall conduct Assistance Program, described above, in strict conformance with all the requirements of 24 CFR Part 578.

23. Attachments. The following attachments are incorporated herein by this reference as through fully rewritten herein:

- a. ATTACHMENT I - Work Program
- b. ATTACHMENT II - Work Program Budget
- c. ATTACHMENT III - Subpart K - Other Program Requirements

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

APPROVED AS TO FORM
AND CORRECTNESS:

Deputy Law Director

Date _____

I hereby certify that the money required for payment of the above obligation in the sum of \$ 30,037.00 at the time of the making of this contract or order, was lawfully appropriated for such purpose and was in the treasury or in process of collection to the credit of the proper item of appropriation free from any previous encumbrance.

Finance Director

THE CITY OF SPRINGFIELD, OHIO

BY _____
James A. Bodenmiller, Its City Manager

SPRINGFIELD METROPOLITAN HOUSING
AUTHORITY

BY 
Arlin J. Tolliver Sr., Executive Director

DISTRICT COUNCIL OF SPRINGFIELD,
OHIO OF ST. VINCENT DePAUL, INC.

BY 

Work Program

Shelter Plus Care 2 – St. Vincent DePaul

The Shelter Plus Care Program is a part of the Homeless Assistance Grants offered by the United States Department of Housing and Urban Development (HUD) in compliance with The Stewart B. McKinney Homeless Assistance Act of 1987, later renamed the McKinney-Vento Homeless Assistance Act title IV, subtitle 42 U.S.C. 11381 and The McKinney-Vento Homeless Assistance Act as amended by C. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 requirements. The Shelter Plus Care Program is designed to provide both affordable housing and a full range of services to homeless individuals who have a qualifying disability.

The St. Vincent DePaul Shelter + Care provides sponsor based rental assistance for 4 households of homeless persons with disabilities and their families to utilize when they live in housing at 909-915 South Limestone provided by the sponsor, St. Vincent DePaul. Client can be individuals or families that can accommodate a 2-bedroom unit. The city will utilize various social service (SS) providers in the community to identify and refer clients to the program. Clients will not be required to be sober, on their meds, or accepting of social services; they just need to be homeless and disabled. Any client identified as chronically homeless and fitting the Shelter Plus Care Program requirements (homeless, disabled households) will be provided housing before non-chronically homeless households.

The City as **GRANTEE** is ultimately responsible for the Shelter Plus Care grant, but may delegate and partner with other entities in the operation and execution of the grant in order to meet all grant requirements.

SMHA as **CONTRACTOR** shall be responsible for client and unit certifications in accordance with regulations. As the local housing authority, these tasks are already within the **CONTRACTOR**'s scope of work in the community.

Role of All Parties

ALL PARTIES will comply with all applicable requirements, which are now, or which may hereafter be, imposed by HUD for the Shelter Plus Care Program, including, but not limited to, the requirements of 24 CFR part 85 (administrative requirements as detailed in OMB Circular A-102, and OMB Circular A-87), and 24 CFR part 24 (the use of debarred or suspended contractors). All parties will also comply with the requirement to maintain a Drug-free Workplace, pursuant to Section 401 of the McKinney Act and Drug-free Workplace Act of 1988, and will comply with all statutes and regulations applicable to the delivery of the parties' services. There will be no displacement of tenant or property owners through the provision of services.

GRANTEE Responsibilities

- a. **GRANTEE** will apply for the yearly renewal of all S+C grants in the community and will comply with all reporting requirements for said grants.
- b. **GRANTEE** will manage a competitive grant program with the cooperation of SMHA (CONTRACTOR) and the Housing Partners (SUPPORTIVE SERVICES PROVIDERS). All clients will be referred to the GRANTEE for approval. The GRANTEE will notify the CONTRACTOR of eligible clients for the program.
- c. All client transfers will be referred to the **GRANTEE**. The GRANTEE will notify the CONTRACTOR of any clients appropriate for transfer. If a Housing Choice Voucher is available at the time of notification, the CONTRACTOR will transfer client to a voucher.
- d. **GRANTEE** will reach out to the SUPPORTIVE SERVICES PROVIDERS when openings occur for clients. At its discretion, the GRANTEE may also maintain a waiting list of clients interested in participating in the program.
- e. **GRANTEE** will be the contact for COHHIO for all HMIS data quality concerns. The GRANTEE will establish and maintain HMIS data quality and reporting proficiency.

CONTRACTOR Responsibilities

- a. **CONTRACTOR** will be responsible for program related administrative activities including client and unit certifications and payment of rent to individual landlords. CONTRACTOR will maintain a file on each applicant, including but not limited to: application, income verification, household verification, tenant rent and utility allowance determinations, housing quality inspections reports, rent reasonableness checks, etc. to ensure all regulatory and funding requirements are met.
- b. **CONTRACTOR** will certify the units to be used in this program, including performing the Housing Quality Standards (HQS) certification and checking for rent reasonableness. Certifications will be performed one time per year or with each change in a unit.
Rent Reasonableness Check and Unit Certification = \$250
- c. **CONTRACTOR** will certify clients, including performing income verification and certifications and calculating the proper amount of rent/utilities to be charged to the client based on income. Income verification

and certifications will be performed one time per year or with each change of income.

Income Verification/Certification and Rent Calculation = \$250

- d. **CONTRACTOR** will arrange monthly payment to each landlord with a participating client in one of his or her units. **CONTRACTOR** will maintain documentation regarding payments made for reimbursement by the **GRANTEE**. Payment will be performed monthly for each client.
Pay Landlord = \$11/mo/client

SMHA will invoice for these services on an average prorated amount of \$52.67 per client.

S+C Eligible Expenses

CONTRACTOR will pre-pay for the upcoming month's rent. **SUPPORTIVE SERVICE PROVIDERS** will notify the **GRANTEE** immediately upon a client leaving the program without notice. Should a client vacate a unit before the end of the month, the landlord is able to retain the rest of the month's rent, unless the unit is rented out.

CONTRACTOR is able to pay up to 1 month's rent for property damages incurred to a unit by the client or while the client was renting the unit. Landlord must provide documentation of the damages.

CONTRACTOR will invoice monthly, and no later than the last day of each month, and must provide documentation of the rent reasonableness check, unit certification, client income verification, rent calculation and rent roll by grant with request for payment.

Client/SUPPORTIVE SERVICES PROVIDER will provide notice to **CONTRACTOR** of income changes that will result in the need for income and rent recalculation.

GRANTEE will approve appropriate client housing requests from **SUPPORTIVE SERVICES PROVIDERS** and forward a request for housing assistance to the **CONTRACTOR**, specifying the grant, for all clients. An intake briefing will occur within five business days of the referral from the Grantee.

GRANTEE will approve all appropriate client requests to terminate housing assistance from **SUPPORTIVE SERVICES PROVIDERS**. Clients should be moving into their own permanent housing at exit. **CONTRACTOR** will offer Section 8 vouchers to clients demonstrating a readiness to sustain this permanent housing assistance.

ATTACHMENT II WORK PROGRAM BUDGET
SHELTER PLUS CARE 2 – SPONSOR BASED RENTAL ASSISTANCE

SUBRECIPIENT – SPRINGFIELD METROPOLITAN HOUSING AUTHORITY

FUNDS FROM GRANT: OH0295L5E071709

For eligible expenses as provided in the Shelter + Care grant agreement between the City of Springfield and the Department of Housing and Urban Development.

AMOUNT OF BUDGET: \$ 31,284

Unit Configuration Reported to HUD – 4 units (one 1-bedroom and three 2-bedroom)

The term of this agreement shall be 1 year.

Funds not to exceed the appropriate existing fair market rental value under Section 3(b)(2) of the United States Housing Act of 1937 at the time the application was approved. Any amounts not needed during the year will be returned to HUD.

Program Costs: With each request for payment for program costs associated with the grant, Subrecipient must provide supporting documentation. In addition to rent/utility payments the following are eligible program activities:

- **Rent Reasonableness Check and Unit Certification** = \$250 (performed 1x per year or with unit change)
- **Income Verification/Certification and Rent Calculation** = \$250 (performed 1x per year or with income change)
- **Pay Landlord** = \$11 per month per client

SMHA will invoice for these services on an average prorated amount of \$52.67 per client.

(B) Commitment of private funds by the financial institution for rehabilitation loans at below market interest rates, at higher than normal risk, or with longer than normal repayment periods; or

(C) Provision of administrative services in support of the rehabilitation program by the participating financial institution at no cost or at lower than actual cost.

(c) *Program income.* Interest earned on lump sum deposits and payments on loans made from such deposits are program income and, during the period of the agreement, shall be used for rehabilitation activities under the provisions of this section.

(d) *Outstanding findings.* Notwithstanding any other provision of this section, no recipient shall enter into a new agreement during any period of time in which an audit or monitoring finding on a previous lump sum draw-down agreement remains unresolved.

(e) *Prior notification.* The recipient shall provide the HUD field office with written notification of the amount of funds to be distributed to a private financial institution before distribution under the provisions of this section.

(f) *Recordkeeping requirements.* The recipient shall maintain in its files a copy of the written agreement and related documents establishing conformance with this section and concerning performance by a financial institution in accordance with the agreement.

Subpart K—Other Program Requirements

SOURCE: 63 FR 34456, Sept. 6, 1998, unless otherwise noted.

§570.600 General.

(a) This subpart K enumerates laws that the Secretary will treat as applicable to grants made under section 106 of the Act, other than grants to states made pursuant to section 106(d) of the Act, for purposes of the Secretary's determinations under section 104(e)(1) of the Act, including statutes expressly made applicable by the Act and certain other statutes and Executive Orders for which the Secretary has enforcement responsibility. This subpart K applies to grants made under the Insular Areas

Program in §570.405 and §570.440 with the exception of §570.612. The absence of mention herein of any other statute for which the Secretary does not have direct enforcement responsibility is not intended to be taken as an indication that, in the Secretary's opinion, such statute or Executive Order is not applicable to activities assisted under the Act. For laws that the Secretary will treat as applicable to grants made to states under section 106(d) of the Act for purposes of the determination required to be made by the Secretary pursuant to section 104(e)(2) of the Act, see §570.487.

(b) This subpart also sets forth certain additional program requirements which the Secretary has determined to be applicable to grants provided under the Act as a matter of administrative discretion.

(c) In addition to grants made pursuant to section 106(b) and 106(d)(2)(B) of the Act (subparts D and F, respectively), the requirements of this subpart K are applicable to grants made pursuant to sections 107 and 119 of the Act (subparts E and G, respectively), and to loans guaranteed pursuant to subpart M.

[63 FR 34456, Sept. 6, 1998, as amended at 61 FR 11477, Mar. 20, 1996; 72 FR 12536, Mar. 15, 2007]

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

(a) The following requirements apply according to sections 104(b) and 107 of the Act:

(1) Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), and implementing regulations in 24 CFR part 1.

(2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant

§570.602

under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to assume the responsibility of fair housing planning by conducting an analysis to identify impediments to fair housing choice within its jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through that analysis, and maintaining records reflecting the analysis and actions in this regard.

(b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.

[61 FR 11477, Mar. 20, 1996]

§570.602 Section 109 of the Act.

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

[64 FR 3802, Jan. 25, 1999]

§570.603 Labor standards.

(a) Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

24 CFR Ch. V (4-1-10 Edition)

(b) The regulations in 24 CFR part 70 apply to the use of volunteers.

[61 FR 11477, Mar. 20, 1996]

§570.604 Environmental standards.

For purposes of section 104(g) of the Act, the regulations in 24 CFR part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. In certain cases, grantees assume these environmental review, decisionmaking, and action responsibilities by execution of grant agreements with the Secretary.

[61 FR 11477, Mar. 20, 1996]

§570.605 National Flood Insurance Program.

Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under this part 570.

[61 FR 11477, Mar. 20, 1996]

§570.606 Displacement, relocation, acquisition, and replacement of housing.

(a) *General policy for minimizing displacement.* Consistent with the other goals and objectives of this part, grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted under this part.

(b) *Relocation assistance for displaced persons at URA levels.* (1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation

Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

(2) *Displaced person.* (i) For purposes of paragraph (b) of this section, the term "*displaced person*" means any person (family, individual, business, non-profit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

(A) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial official submission to HUD (or the State, as applicable) for grant, loan, or loan guarantee funds under this part that are later provided or granted.

(B) After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

(C) Before the date described in paragraph (b)(2)(i)(A) or (B) of this section, if either HUD or the grantee (or State, as applicable) determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.

(D) After the "initiation of negotiations" if the person is the tenant-occupant of a dwelling unit and any one of the following three situations occurs:

(i) The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenant's monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household's average monthly gross income; or

(2) The tenant is required to relocate temporarily for the activity but the tenant is not offered payment for all

reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary location and any increased housing costs, or other conditions of the temporary relocation are not reasonable; and the tenant does not return to the building/complex; or

(3) The tenant is required to move to another unit in the building/complex, but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.

(ii) Notwithstanding the provisions of paragraph (b)(2)(i) of this section, the term "*displaced person*-" does not include:

(A) A person who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy agreement. To exclude a person on this basis, the grantee (or State or state recipient, as applicable) must determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance under this section;

(B) A person who moves into the property after the date of the notice described in paragraph (b)(2)(i)(A) or (B) of this section, but who received a written notice of the expected displacement before occupancy.

(C) A person who is not displaced as described in 49 CFR 24.2(g)(2).

(D) A person who the grantee (or State, as applicable) determines is not displaced as a direct result of the acquisition, rehabilitation, or demolition for an assisted activity. To exclude a person on this basis, HUD must concur in that determination.

(iii) A grantee (or State or state recipient, as applicable) may, at any time, request HUD to determine whether a person is a displaced person under this section.

(3) *Initiation of negotiations.* For purposes of determining the type of replacement housing assistance to be provided under paragraph (b) of this section, if the displacement is the direct result of privately undertaken rehabilitation, demolition, or acquisition of real property, the term "*initiation of negotiations*" means the execution of the grant or loan agreement between

the grantee (or State or state recipient, as applicable) and the person owning or controlling the real property.

(c) *Residential antidisplacement and relocation assistance plan.* The grantee shall comply with the requirements of 24 CFR part 42, subpart B.

(d) *Optional relocation assistance.* Under section 105(a)(11) of the Act, the grantee may provide (or the State may permit the state recipient to provide, as applicable) relocation payments and other relocation assistance to persons displaced by activities that are not subject to paragraph (b) or (c) of this section. The grantee may also provide (or the State may also permit the state recipient to provide, as applicable) relocation assistance to persons receiving assistance under paragraphs (b) or (c) of this section at levels in excess of those required by these paragraphs. Unless such assistance is provided under State or local law, the grantee (or state recipient, as applicable) shall provide such assistance only upon the basis of a written determination that the assistance is appropriate (see, e.g., 24 CFR 570.201(i), as applicable). The grantee (or state recipient, as applicable) must adopt a written policy available to the public that describes the relocation assistance that the grantee (or state recipient, as applicable) has elected to provide and that provides for equal relocation assistance within each class of displaced persons.

(e) *Acquisition of real property.* The acquisition of real property for an assisted activity is subject to 49 CFR part 24, subpart B.

(f) *Appeals.* If a person disagrees with the determination of the grantee (or the state recipient, as applicable) concerning the person's eligibility for, or the amount of, a relocation payment under this section, the person may file a written appeal of that determination with the grantee (or state recipient, as applicable). The appeal procedures to be followed are described in 49 CFR 24.10. In addition, a low- or moderate-income household that has been displaced from a dwelling may file a written request for review of the grantee's decision to the HUD Field Office. For purposes of the State CDBG program, a low- or moderate-income household may file a written request for review of

the state recipient's decision with the State.

(g) *Responsibility of grantee or State.*

(1) The grantee (or State, if applicable) is responsible for ensuring compliance with the requirements of this section, notwithstanding any third party's contractual obligation to the grantee to comply with the provisions of this section. For purposes of the State CDBG program, the State shall require state recipients to certify that they will comply with the requirements of this section.

(2) The cost of assistance required under this section may be paid from local public funds, funds provided under this part, or funds available from other sources.

(3) The grantee (or State and state recipient, as applicable) must maintain records in sufficient detail to demonstrate compliance with the provisions of this section.

(Approved by the Office of Management and Budget under OMB control number 2506-0102)

[61 FR 11477, Mar. 20, 1996, as amended at 61 FR 61760, Oct. 3, 1996]

§570.607 Employment and contracting opportunities.

To the extent that they are otherwise applicable, grantees shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1985 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

[68 FR 56405, Sept. 30, 2003]

§570.608 Lead-based paint.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at

part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

The requirements set forth in 24 CFR part 5 apply to this program.

[61 FR 5209, Feb. 9, 1996]

§570.610 Uniform administrative requirements and cost principles.

The recipient, its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 24 CFR part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR part 84), A-122, A-133 (implemented at 24 CFR part 45), and A-128² (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth at §570.502.

[60 FR 56916, Nov. 9, 1995]

§570.611 Conflict of interest.

(a) *Applicability.* (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(1)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or

responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an

² See footnote 1 at §570.200(a)(5).

exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

[60 FR 56916, Nov. 9, 1995]

§ 570.612 Executive Order 12372.

(a) *General.* Executive Order 12372, Intergovernmental Review of Federal Programs, and the Department's implementing regulations at 24 CFR part 52, allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.

(b) *Applicability.* Executive Order 12372 applies to the CDBG Entitlement program and the UDAG program. The Executive Order applies to all activities proposed to be assisted under UDAG, but it applies to the Entitlement program only where a grantee proposes to use funds for the planning or construction (reconstruction or in-

stallation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement. It is the responsibility of the grantee to initiate the Executive Order review process if it proposes to use its CDBG or UDAG funds for activities subject to review.

§ 570.613 Eligibility restrictions for certain resident aliens.

(a) *Restriction.* Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in paragraph (e) of this section. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in paragraph (e) of this section. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

(b) *Covered activities.* "Covered activities" under this section means activities meeting the requirements of § 570.208(a) that either:

(1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

(2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

(c) *Limitation on coverage.* The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.

(d) *Compliance.* Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

(e) *Programs affected.* (1) The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient's grant.

(2) The Community Development Block Grant program for entitlement

grants, administered under subpart D of part 570 of this title.

(3) The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government's grant by the State.

(4) The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient's grant.

[55 FR 18494, May 2, 1990]

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable

and able to be carried out without much difficulty or expense.

[60 FR 56917, Nov. 9, 1995]

Subpart L [Reserved]

Subpart M—Loan Guarantees

SOURCE: 59 FR 68604, Dec. 27, 1994, unless otherwise noted.

§570.700 Purpose.

This subpart contains requirements governing the guarantee under section 108 of the Act of debt obligations as defined in §570.701.

§570.701 Definitions.

Borrower means the public entity or its designated public agency or the State that issues debt obligations under this subpart.

Debt obligation means a promissory note or other obligation issued by a public entity or its designated public agency or by a State and guaranteed by HUD under this subpart, or a trust certificate or other obligation offered by HUD or by a trust or other offeror approved for purposes of this subpart by HUD, which is guaranteed by HUD under this subpart and is based on and backed by a trust or pool composed of notes or other obligations issued by public entities or their designated public agencies or by States and guaranteed or eligible for guarantee by HUD under this subpart.

Designated public agency means a public agency designated by a public entity to issue debt obligations as borrower under this subpart.

Entitlement public entity means a metropolitan city or an urban county receiving a grant under subpart D of this part.

Guaranteed loan funds means the proceeds payable to the borrower from the issuance of debt obligations under this subpart and includes funds received by a nonentitlement public entity from a State under §570.711.

Nonentitlement public entity means any unit of general local government in a nonentitlement area.

Public entity shall have the meaning provided for the term "Eligible public entity" in section 108(o) of the Act.

Request for Commission Action

City of Springfield, Ohio

Item Number: 081-16

Agenda Date: January 2, 2019

Today's Date: December 21, 2018

Subject: Acceptance of Amendment to Ohio Development Services Agency Grant

Submitted By: Brian D. Miller, Fire Chief

Department: Fire Division

Contact: Same, Ext. 7605

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> Resolution (1 Reading)	<input type="checkbox"/> 14-Day Resolution (2 Readings)	<input type="checkbox"/> Emergency Resolution
<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract	

**Prior
Ordinance/Resolution:** 16-079
16-240
17-281

**Date of Prior
Ordinance/Resolution:** 3/15/16
8/16/16
11/21/17

Summary:

It is respectfully requested that the City Commission approve an ordinance authorizing the City Manager to enter into an agreement with the Ohio Development Services Agency for the purpose of extending the period of performance to December 31, 2019. This amendment will also change the scope of the project that previously provided partial funding of an addition to the current Fire Station # 3 and now provides for that money to be used towards a new facility. The grant provides up to \$100,000 towards this construction project.

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

The Fire Division is requesting emergency action so that the numerous tasks associated with this construction process can commence and provide the best opportunity to meet the deadline for completion.

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

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Second Amendment to the Grant Agreement with the Ohio Development Services Agency extending the project completion date to December 31, 2019 and modifying the Scope of Work; and declaring an emergency.

...oooOOOooo...

WHEREAS, the City has entered into a Grant Agreement with the Ohio Development Services Agency as authorized in Ordinance No. 16-240 for a facilities expansion project at Fire Station No. 3, and was amended in Ordinance No. 17-281; and

WHEREAS, the Ohio Development Services Agency has tendered a Second Amendment to Grant Agreement to the City in order to extend the project completion date to December 31, 2019 and to change the scope of work from an expansion project at Fire Station No. 3 to the construction of a new fire station; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to comply with timelines imposed by the Ohio Development Services Agency, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

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

Section 1. That the City Commission hereby authorizes the City Manager to enter into a Second Amendment to Grant Agreement with the Ohio Development Services Agency to extend the project completion date to December 31, 2019 and modify the scope of work, a copy of which is attached hereto and is hereby approved.

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

PASSED this _____ day of _____, A.D., 2019.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

SECOND AMENDMENT TO GRANT AGREEMENT

This Second Amendment to Grant Agreement (this "Amendment") is made and entered into by and between the **State of Ohio, Development Services Agency**, (the "Grantor") and **City of Springfield** (the "Grantee"). This Amendment shall have Control Number SBIG20160652B.

BACKGROUND INFORMATION

- A. The Grantor and the Grantee entered into a Grant Agreement dated August 25, 2026 with Control Number SBIG20160652 (the " Agreement").
- B. The Original Agreement was subsequently modified by a First Amendment to Grant Agreement dated November 28, 2017 with Control Number SBIG20160652A (the "First Amendment"). The Original Agreement together with the First Amendment shall be collectively referred to as the "Agreement."
- C. The Grantor and the Grantee desire to modify certain provisions of the Agreement, in order to extend the Project Completion Date and modify the scope of the project as provided herein.

STATEMENT OF THE AGREEMENT

In consideration of the mutual covenants contained herein, the Grantor and the Grantee agree that the Agreement is hereby amended as follows:

1. The Project Completion Date, listed in the table on page 1 of the Agreement, is deleted and replaced with the following: December 31, 2019
2. The Exhibit I, Scope of Work attached to the Agreement is hereby deleted in its entirety and is replaced with the attached Exhibit I, Modified #1 Scope of Work.
3. As of the signature date of this Amendment by an authorized representative of Grantee, Grantee represents and warrants to Grantor that (i) no default or Event of Default is outstanding under the Agreement and (ii) each of the representations and warranties contained in, and each of the exhibits and/or schedules attached to the Agreement, as amended, are true, correct and complete in all material respects.
4. Except as amended herein, the Agreement shall remain in full force and effect in accordance with its terms.

[Remainder of page intentionally left blank. Signature page to follow.]

The parties have duly executed this Amendment to the Agreement as of the last date set forth below.

GRANTEE:

City of Springfield

Sign: _____

Print: _____

Title: _____

Date: _____

GRANTOR:

**State of Ohio,
Development Services Agency**

**David Goodman
Director**

Sign: _____

Print: _____

Title: _____

Date: _____
(Effective Date of this Amendment)

EXHIBIT 1

Scope of Work and Project Budget

On May 19, 2016, the Local Government Innovation Council approved the City of Springfield's project, for up to **\$100,000.00** in Local Government Safety Capital Grant Program funding. Grant Funds up to **\$100,000.00** from fund 5RD0, account line item 195666, Local Government Safety Capital Grant Program, for fiscal year 2016 are to be used for eligible costs associated with the Project.

The current vehicle storage facility does not fit the size of modern fire rescue vehicles. A newly constructed facility will promote flexibility and efficiency when vehicles are dispatched in the event of emergencies.

Total project costs are estimated to be **\$3,000,000.00**. The City of Springfield is committed to funding the balance of the Project.

Sources and uses of funds are as follows:

Sources of Funds

Local Government Safety Capital Program Grant	\$100,000.00
Local Match	\$2,900,000.00
<hr/>	
Total	\$3,000,000.00

Uses of Funds

Fire Station – New Construction	\$3,000,000.00
<hr/>	
Total	\$3,000,000.00

The final deliverable from the City of Springfield to the Ohio Development Services Agency will be:

- (1) The Closeout Report in the form provided to the Grantee by the Ohio Development Services Agency.