

# **CITY COMMISSION AGENDA**

## **September 24, 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, September 24, 2019.

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 October 8, 2019:

**207-19** To amend Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, by the enactment of new Title Seven titled Vacant Property Registration Program and adopting administrative procedures related thereto; amending Sections 1324.02 titled Class A Civil Offenses and 1324.03 titled Class B Civil Offenses to include the Vacant Property Registration; and repealing existing Sections 1324.02 and 1324.03.

**126-13** Authorizing the City Manager to enter into an amendment to the contract with The Ohio Bell Telephone Company dba AT&T Ohio for a one-year extension in connection with certain telephone services for municipal purposes for an amount not to exceed \$80,000.00.

### **SECOND READINGS – ORDINANCES**

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

**213-19** Authorizing the City Manager to enter into a contract with Rumpke of Ohio, Inc. for the City's 2019 Collection of Fall Bagged Leaves Program for an amount not to exceed \$55,450.00.

**224-18** Authorizing the City Manager to enter into a Springfield Comprehensive Housing Strategic Planning and Policy Development Consulting Agreement with Greater Ohio Policy Center, Inc. to help guide and develop a 5-year strategic plan for housing in the City for an amount not to exceed \$70,000.

**214-19** Consenting to the mill and fill on North Street from Limestone Street to the Lagonda overpass (west bound only) and the Lagonda overpass to Greenmount, within the City of Springfield, by the Ohio Department of Transportation (identified as CLA US 40D/40 0.00/13.76, and further identified by PID No. 103332); providing for the maintenance of the right-of-way; and authorizing the City Manager to enter into agreements with the Director of Transportation of the State of Ohio necessary to complete the project.

**215-19** Consenting to an improvement by the installation of active railroad warning devices at the intersection of Columbus Avenue and Burnett Road, within the City of Springfield (Project identified as CLA Spgfld, N. Burnett/Columbus, PID No. 110976); requesting cooperation of the Director of Transportation of the State of Ohio in the planning, design and construction of such improvement; providing for the maintenance of said improvement; and authorizing the City Manager to enter into agreements with the Director of Transportation of the State of Ohio necessary to complete the planning and construction of this improvement.

### **EMERGENCY ORDINANCES**

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

**013-19** Confirming purchases and the obtaining of services for the City and providing for payments therefor.

**014-19** Providing for Supplemental Appropriations within various funds.

**222-19** Securing to The City of Springfield, Ohio, the benefits of The Interlocal Purchasing System ("TIPS") Purchasing Cooperative.

**223-19** Authorizing the Re-Roofing Project at Fire Station #1 from Duro Last Roofing, Inc., for an amount not to exceed \$91,269.00, through The Interlocal Purchasing System ("TIPS") Purchasing Cooperative, in accordance with the provisions of Section 9.48 of the Ohio Revised Code.

**224-19** Authorizing the acceptance of an Assistance to Firefighters Grant from the Federal Emergency Management Agency ("FEMA") in an amount up to \$491,913.63; authorizing the local matching expenditure in an amount not to exceed \$49,191.37; authorizing the City Manager, Finance Director, Law Director and Fire Chief 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.

**225-19** Authorizing the installation of a replacement 69KV Oil Switch at the Water Treatment Plant, from Triec Electrical Services, Inc., for an amount not to exceed \$270,000.00, through the Ohio Department of Administrative Services, pursuant to Ohio's Cooperative Purchasing Act in accordance with the provisions of Section 125.04 of the Ohio Revised Code.

**226-19** Authorizing the City Manager to enter into a Subrecipient Funding Agreement [HOME Tenant Based Assistance 2019-2020] with Springfield Metropolitan Housing Authority to conduct Tenant Based Rental Assistance in an amount not to exceed \$63,000.00.

**006-19** Authorizing the City Manager to enter into Agreement No. 34148 with Crawford, Murphy & Tilly, Inc. for the CLA Yellow Springs Street Reconstruction, PID No. 109491 for an amount not to exceed \$590,570.00.

**044-19** Confirming and approving Change Order No. 1 to the contract between the City and Sterling Quality Concrete, LLC for the 2019 Sidewalk, Curb and Gutter Program, to increase the contract in an amount not to exceed \$26,136.18, for a total amount not to exceed \$364,506.18; authorizing the City Manager to execute said Change Order No. 1.

**217-19** Amending Ordinance No. 19-241 to revise the purchase amount for a 28 Tasers and Taser Equipment from Vance's Law Enforcement to \$57,554.16.

### **LIQUOR PERMIT**

The City Manager recommends that this report be received and filed with the City Clerk and that the Clerk is directed to not request a hearing with regard to this notice.

**219-19** Notification from the Ohio Department of Liquor Control of a request for transfer of a liquor permit from El Speedy Gonzales LLC, 1100 Upper Valley Pike, Springfield, Ohio 45504 to El Speedy Gonzalez LLC, 1661 W. First Street, Springfield, Ohio 45504.

**NEW ITEMS ON THE AGENDA**

**REMARKS FROM THE AUDIENCE**

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bryan Heck", written over a light gray rectangular background.

Bryan Heck  
City Manager

# Request for Commission Action City of Springfield, Ohio

Item Number: 207-19

Agenda Date: 9/24/19

Today's Date: 8/21/19

Subject: Adopting a Residential Vacant Property Registry

Submitted By: Shannon Meadows, Community Development Director

Department: Community Development

Contact: Shannon Meadows

- |  |  |   |
|--|--|---|
| <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:**

Request commission consider adopting a Residential Vacant Property Registry. Owners of vacant residential property would be required to register property(ies) with the City of Springfield each year. Establishing a registration provides information that can lead to additional protection of life and safety for first responders, establishes a 24-hour local contact for law enforcement, emergency communication, and enforcement. Also amending Sections 1324.02 *Class A Civil Offenses* and 13240.03 *Class B Civil Offenses* to include the Vacant Property Registration Program.

**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:**

An Ordinance No. \_\_\_\_\_

To amend Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, by the enactment of new Title Seven titled *Vacant Property Registration Program* and adopting administrative procedures related thereto; amending Sections 1324.02 titled *Class A Civil Offenses* and 1324.03 titled *Class B Civil Offenses* to include the Vacant Property Registration; and repealing existing Sections 1324.02 and 1324.03.

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WHEREAS, Article XVIII, Section 3, of the Ohio Constitution permits municipalities to adopt local police, sanitary and other similar regulations to promote health, safety and welfare of its citizens; and

WHEREAS, an increasing number of homes and properties in the City of Springfield are in various stages of mortgage default, foreclosure, are bank owned, are vacant due to lack of tenancy, and have or are near being declared unfit for human habitation, or have been abandoned into disrepair; and

WHEREAS, a registry will ensure that owners of vacant properties meet minimum standards of maintenance and are aware of the obligations of ownership under relevant City and state codes and regulations, are known to the City and other interested parties, and can be reached if necessary; and

WHEREAS, improperly maintained and foreclosed properties can become a hazard to the health and safety of persons who may come on or near these properties due to structural integrity; and

WHEREAS, the City of Springfield Department of Community Development and economic development group has identified the necessity for property maintenance and nuisance codes as necessary to improve neighborhoods, increase home ownership, and to protect property values; and

WHEREAS, the City finds that there is a substantial need directly related to the public health, safety and welfare to comprehensively address the conditions of foreclosed and vacant real property; NOW, THEREFORE:

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

Section 1. That Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, is hereby amended by the enactment of Title Seven in accordance with EXHIBIT A, attached hereto and incorporated herein by reference.

Section 2. That Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, is hereby amended by the amendment of Section 1324.02 to read as follows:

**1324.02 CLASS A CIVIL OFFENSES.**

A person who violates a standard of conduct set forth in a section or chapter of the *Codified Ordinances of The City of Springfield, Ohio*, listed below is liable for the civil fine specified in Section 1324.99 for a Class A Civil Offense.

- (a) Section 1327.03 Contractor License Requirement.
- (b) Section 1327.04 Subcontractor Registration Requirement.
- (c) Chapter 771 Garage Sales.
- (d) Chapter 909 Weeds.
- (e) Section 541.07 Defacing Public Property.
- (f) Section 916.02(b) Dumping/discharge into Public Sewer System.
- (g) Section 916.02(d)(4) Dumping/discharge into Public Sewer System.
- (h) Section 521.08(a) Dumping/discharge onto Public Property.
- (i) Section 521.08(b) Dumping/discharge into Waterways.
- (j) Section 1711.09(d) Grease Traps.
- (k) Section 1385 Vacant Property Registration Notice of Foreclosure Filing.

If a person has previously been found to have violated the same provision of the *Codified Ordinances of The City of Springfield, Ohio*, within the preceding twelve months the civil fine shall be doubled, and the fine is not subject to reduction for correction of the violation.

If a person has previously been found to have violated the same provision of the *Codified Ordinances of The City of Springfield, Ohio*, on two or more previous occasions within the preceding twelve months that person may be charged as a recalcitrant offender. A person found to be a recalcitrant offender is liable for an additional recalcitrant offender civil fine as specified in Section 1324.99, for each third and subsequent violation occurring within a period of twelve consecutive months. The recalcitrant offender fine shall be in addition to any civil fine imposed under this chapter. Such additional recalcitrant offender civil fine is not subject to reduction for correction of the violation.

Section 3. That Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, is hereby amended by the amendment of Section 1324.03 to read as follows:

**1324.03 CLASS B CIVIL OFFENSES.**

A person who violates a standard of conduct set forth in a provision of the *Codified Ordinances of The City of Springfield, Ohio*, listed in either division (a) or (b) below is liable for the civil fine specified in Section 1324.99 for a Class B Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine shall be reduced by 75 percent if the person charged shows in accordance with Section 1324.08 that the violation has been corrected, unless the person has violated the same provision of the *Codified Ordinances of The City of Springfield, Ohio* within the previous year.

- (a) Class B Civil Offenses With Civil Fines Subject to 75 Percent Reduction for Correction of Violation:
  - (1) Section 1323.02 Prohibition of Public Nuisance.

- |      |                   |   |
|------|-------------------|---|
| (2)  | Chapter 1321      | Historic Landmarks Commission.                      |
| (3)  | Chapter 901       | Improvements and Excavations.                       |
| (4)  | Chapter 903       | Sidewalks, Curbs, and Gutters.                      |
| (5)  | Chapter 741       | Peddlers.   |
| (6)  | Part 11           | Zoning Code.  |
| (7)  | Chapter 521       | Health, Safety, and Sanitation.                     |
| (8)  | Section 961.05    | Comprehensive Stormwater Management – Prohibitions. |
| (9)  | Section 961.07(d) | Comprehensive Stormwater Management Required.       |
| (10) | Section 961.14    | Comprehensive Stormwater Management – Violations.   |

(b) Class B Civil Offenses with Civil Fines Not Subject to 75 Percent Reduction for Correction of Violation:

- |     |                      |   |
|-----|----------------------|---|
| (1) | Chapter 1311         | Permits.                                      |
| (2) | Section 916.02(d)(2) | Dumping/discharge into Public Sewer System.   |
| (3) | Section 916.02(d)(3) | Dumping/discharge into Public Sewer System.   |
| (4) | Section 916.02(e)(1) | Dumping/discharge into Public Sewer System.   |
| (5) | Section 916.02(e)(2) | Dumping/discharge into Public Sewer System.   |
| (6) | Section 1383-1384    | <u>Vacant Property Registration Required.</u> |

If a person has previously been found to have violated the same provision of the *Codified Ordinances of The City of Springfield, Ohio*, within the preceding twelve months, the fine will be doubled and the fine is not subject to reduction for correction of the violation.

If a person has previously been found to have violated the same provision of the *Codified Ordinances of The City of Springfield, Ohio*, on two or more previous occasions within the preceding twelve months that person may be charged as a recalcitrant offender. A person found to be a recalcitrant offender is liable for an additional recalcitrant offender civil fine as specified in Section 1324.99, for each third and subsequent violation occurring within a period of twelve consecutive months. The recalcitrant offender fine shall be in addition to any civil fine imposed under this chapter. Such additional recalcitrant offender civil fine is not subject to reduction for correction of the violation.

Section 4. That existing Sections 1324.02 and 1324.03 of the *Codified Ordinances of The City of Springfield, Ohio*, are hereby repealed.

Section 5. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.



PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 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

**Title Seven**  
**Vacant Property Registration Program**

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## CHAPTER 1380 ADOPTION; PURPOSE.

- a. The purpose of this chapter is to establish a vacant property registration program and to regulate the maintenance of properties which are in the foreclosure process, abandoned or vacant. This chapter is intended to reduce and prevent neighborhood blight, to avoid the creation and maintenance of public nuisances, to ameliorate conditions that threaten the public health, safety and welfare, to promote neighborhood stability and occupancy by preserving the condition and appearance of residential properties and the worth and activity of commercial and industrial properties, and to maintain property values and assessments.
- b. Furthermore, the City recognizes and acknowledges the research of the Clark County Combined Health District (the "Health District"). Specifically, the Health District's research documents the deleterious effects of vacant properties in our neighborhoods including chronic illness, environmental stressors, lead poisoning, poor air quality, physical hazards to children and adult residents and increase in fire fighter injuries. Additional deleterious effects, included but are not limited to, increased violence and crimes such as: narcotics use, sale, and manufacture, juvenile delinquency, stolen property, juvenile runaways, sex offenders, trespassing, vandalism, dumping, burglary and prostitution. The blight caused by vacancies also has a chilling economic affect in lowering home values and slowing economic growth which has an indirect but measurable effect on the overall health of the residents in the neighborhoods.
- c. There is hereby adopted, then, for the aforementioned purposes and for the purpose of providing a means of identifying the owner and/or responsible entities of vacant and/or abandoned properties within the corporate limits of the City, having a complete contact information on record for these properties and responsible parties, a registration and maintenance requirement for vacant and/or abandoned properties.
- d. Nothing in this chapter shall be construed to waive, relieve or otherwise excuse an owner of property from compliance with all applicable codes, ordinances, statutes or laws and the owner shall at all times remain responsible and liable therefore. Nothing in this chapter shall be construed to prevent the enforcement of other provisions of the Codified Ordinances of the City of Springfield; Springfield Property Maintenance, Building, or Fire Code; or the Ohio Revised Code, and nothing in this chapter shall be construed to relieve an owner or interested party from duties imposed pursuant to any regulatory code, ordinance, statute, or law of the City or State of Ohio.

## CHAPTER 1381 APPLICABILITY.

- a. This chapter shall be applicable to all residential structures located within the City pursuant to exemptions listed in this Chapter.

## CHAPTER 1382 DEFINITIONS.

As used in this section:

"Abandoned" means a structure that is unoccupied as the result of the relinquishment of possession or control by an owner or other person with the right of possession or control of the structure, a mortgagor or the mortgagor's assigns whether or not the mortgagor or mortgagor's assigns have relinquished equity and title. A structure may be deemed abandoned when there is evidence of conditions, taken separately or as a whole, that would lead a reasonable person to conclude that the property was abandoned, including, but not limited to, evidence of overgrown or dead vegetation, accumulation of newspapers, circulars, flyers, mail, past due utility notices, or other means of notice by publication, the accumulation of junk, litter, trash, or debris, absence of windows or window treatments, absence of furnishings and personal items, statements of neighbors, delivery agents or similarly situated persons that the property is abandoned.

"Codes" means the Codified Ordinances of the City of Springfield or those adopted by said Codified Ordinances.

**"Director"** means the Director of Community Development of the City of Springfield or such person as the Director may designate to act on behalf of the Director.

**"Owner"** means the registered owner of a property, any person who holds legal or equitable title to the property, is a mortgagee, a vendee-in-possession, assignee of rents, executor, trustee, lessee, agent or any other person, firm or corporation that is directly or indirectly in control of a property. The owner of a property in default or for which a foreclosure action is pending or for which a judgment in foreclosure has been issued shall include the mortgagee, the successor in interest to the mortgagee, the lender or servicing company and any agent acting for the mortgagee, its successors, or a lender or servicing company. Under this definition, there may be more than one "owner" of a property for purposes of this chapter.

**"Vacant"** means a structure that is not lawfully occupied or that otherwise qualifies as "abandoned" under this section. A property shall be considered vacant when it has been unoccupied for ninety (90) days. Multi-family residential structures shall be considered vacant when all of the dwelling units are not lawfully occupied or that otherwise qualifies as "abandoned" under this section.

#### **CHAPTER 1383 OWNER REQUIRED TO ACT; ENFORCEMENT AUTHORITY.**

- a. The owner of any structure that has become vacant as defined in Chapter 1382 "Definitions" within thirty days after the structure first becomes vacant, within thirty days of receiving notice that a structure is vacant, or within thirty days after the effective date of this chapter, whichever is later, shall file a "Vacant Property Registration Form", as prescribed by the City Manager. The "Vacant Property Registration Form" shall be filed with the applicable fee for each such structure with the Director or his or her designee.
- b. The registration statement shall remain valid for one year from the date of registration. The registering party shall be required to annually renew the registration as long as the structure remains vacant and shall pay an annual registration fee of one hundred dollars (\$100.00) for each residential structure. The registering party shall not be entitled to a refund of all or any part of the registration fee should the structure no longer be deemed vacant during the annual registration period.
- c. The owner shall notify the Director or his or her designee within twenty days of any change in the registration information by filing an "Amended Vacant Property Registration Form", also prescribed by the City Manager. There shall be no fee for filing an "Amended Vacant Property Registration Form". The "Vacant" or "Amended Property Registration Form" shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner of the structure. An owner shall be liable under this section for failing to register a vacant structure, paying an appropriate annual registration fee, or timely updating any change in registration.
- d. In addition to other information required by the Director, the City Manager shall prescribe a "Vacant Property Registration Form". The form shall require the disclosure of the following information, if known:
  - i. The street address of the property,
  - ii. permanent parcel number assigned by the County Auditor,
  - iii. The date upon which the property became vacant (if known to the owner),
  - iv. The case name and case number of any foreclosure proceeding with respect to the property,
  - v. The case name and case number of any bankruptcy proceeding with respect to the property,
  - vi. name and telephone number of a person twenty-one years of age or older, designated by the owner as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owner in connection with the enforcement of this chapter. This person must maintain an office in Ohio, or must actually reside within Clark County, Ohio. An owner who meets the requirements of this subsection as to location of residence or office may designate him- or herself as agent. By designating an authorized agent under the provisions of this subsection the owner is consenting to receive any and all notices of code violations concerning the registered building and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the

registered structure by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this subsection shall be deemed to consent to the continuation of the agent's designation for the purposes of this subsection until the owner notifies the Director or his or her designee in writing of a change of authorized agent or until the owner files a new annual registration statement and/or amendment. An owner shall be liable under this section for failing to register an authorized agent.

- vii. Such other information as the Director may reasonably require.
- e. The owner of any vacant structure shall cause an initial physical inspection of the structure to be made and secure the structure in accordance with this Chapter. An owner shall be liable under this section for failing to inspect the property or structure or for failing to maintain the inspection reports as required by this section.
- f. Any owner who fails to register a vacant structure under the provisions of this section shall further be deemed to consent to receive, by posting at the structure, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the structure and premises.
- g. The Director may issue rules and regulations for the administration of this section. These rules may designate board-up materials and methods which must be used when securing a structure beyond the standard provided so that the boarding is reasonably incapable of being removed by trespassers or others acting without the owner's consent.

#### **CHAPTER 1384 REGISTRATION REQUIRED AND PENALTY.**

- a. The owner of any vacant structure shall file a "Vacant Property Registration Form" for each such structure with the Director or his or her designee on the form provided for such purpose. Any such registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the structure.
- b. The owner of any vacant structure who fails to file a registration statement for each such structure within the timeframes established by this chapter or who fails to update a change in registration information within the timeframes established by this chapter shall be subject to a \$25 per day administrative penalty with a maximum penalty of \$750.
- c. Registration fees, penalties, and fines associated with and collected on behalf of the Vacant Property Registration Program shall be deposited in a specific Finance Department code in the annual budget of the City of Springfield and shall only be expended for the specific purposes set forth in this chapter.
- d. If a property is scheduled or placed on the voluntary demolition list, the City may waive in writing the registration fee for that specific property.

#### **CHAPTER 1385 NOTICE TO CITY OF FORECLOSURE, FILING, FEE.**

- a. Any person who files a complaint in any court of competent jurisdiction for foreclosure involving real property located within the City of Springfield on which there is a building or structure shall notify the City of the filing of the foreclosure complaint and shall file a complete copy of the foreclosure complaint with the Department of Community Development within ten (10) calendar days after filing the complaint with the relevant court. The notice to the City shall be on a form as prescribed by the Director.

#### **CHAPTER 1386 LIABILITY.**

- a. Unless otherwise specifically provided, the owner, the owner's agent for the purpose of managing, controlling or collecting rents, and any other person managing or controlling a structure or premises in any part of which there is a violation of the provisions of this code, shall be liable for any violation therein, existing or occurring, or which may have existed or occurred, at or during any time when such person is or was the person owning or managing, controlling, or acting as agent in regard to said structure or premises and is subject to injunctions, abatement orders or other remedial orders.

- b. The liabilities and obligations imposed on an owner shall attach to any financial institution, mortgage company, or any other person or entity with or without an interest in the structure or premises who knowingly takes any action in any judicial or administrative proceeding that is intended to delay issuance or enforcement of any remedy for any violation of the Codes, provided that with respect to fines such person shall be liable only for fines which accrue on or after the date of such action and further provided that no liability shall be imposed under this section for any action taken in any proceeding, including a proceeding to foreclose on a lien, that does not delay or prevent the prosecution of any action brought by the City to enforce the adopted Codes.
- c. In the event the City, due to lack of response of an owner or agent, is required to take action, through its own efforts or via a contract for such services, to abate a nuisance at a vacant property the owner will be billed for the cost of the abatement to include all labor and materials needed to correct the violation. Nuisance abatements shall include, but are not be limited to, elimination of hazardous conditions, cutting of weeds and overgrowth, securing and/or boarding of a structure, trash cleanup and disposal and demolition.

#### **CHAPTER 1387 APPEALS.**

- a. Any person aggrieved by any order of the Director may appeal such order directly to the Office of the City Manager within five (5) days of receiving the Director's initial decision. If the aggrieved person is still aggrieved, they may then appeal such order to the Board of Building Appeals in accordance with the procedure set out in §1323.07 of these Codified Ordinances

#### **CHAPTER 1388 ASSIGNMENT OF REGISTRATION FEES, PENALTIES, AND FINES.**

- a. Failure to register a vacant residential property as required by this chapter is guilty of a Class B Civil Offense further detailed in Chapter 1324.03 and Chapter 1324.99.
- b. Failure to file a Notice of Foreclosure pursuant to Chapter 1385 is guilty of a Class A Civil Offense further detailed in Chapter 1324.02 and Chapter 1324.99.

#### **CHAPTER 1389 EXEMPTIONS**

- a. Any property with foreclosure proceedings with a mortgage held through the Federal Housing Finance Agency ("FHFA"), who acts as a conservator (i.e. Fannie Mae and Freddie Mac) is exempt from the fee requirements of this registry, but are requested to notify the City of properties that may be subject to this list sans FHFA involvement.
- b. This exemption is specifically in accordance with the doctrine of preemption through Article VI, paragraph two (2) of the United State Constitution.
- c. This chapter does not apply to County Land Reutilization Corporations organized under Ohio R.C. Chapter 1724.

#### **CHAPTER 1390 REMOVAL FROM REGISTRY.**

- a. Any owner or mortgagee of a vacant residential property may apply to the Director to remove a vacant property from the City registry at such time as the property no longer constitutes a vacant property.
- b. Any application for removal allowed under subsection (a) of this section shall be granted or denied by the Director within thirty (30) days, and if no such determination is made within thirty (30) days then the application for removal from the registry shall be deemed granted.
- c. If the property was sold, a copy of the HUD-1 statement and Security Deed must be provided as proof. If the property is rented by a tenant, a copy of the a fully executed lease, duly signed by both the landlord



and the tenant(s) must be provided as proof.

#### **CHAPTER 1391 NONCOMPLIANCE; ADDITIONAL REMEDIES**

- a. Whenever a property is deemed abandoned or vacant pursuant to the terms of this chapter and is not maintained pursuant to the terms of this chapter and the City of Springfield Codified Ordinances, the Director or designee, may order the abatement of the violation or any other action that may be required including, but not limited to, demolition. Any abatement action shall be conducted in accordance with the City of Springfield Codified Ordinances. The cost of any action taken by the City shall be charged against the real estate upon which the structure or violation is located and shall be a lien upon such real estate in accordance with Ohio Rev. Code 715.261.
- b. In addition to the penalties set forth in in this Chapter, the City may pursue such other remedies it deems necessary to carry out the purpose and intent of this Chapter. Those additional remedies may include issuing appropriate administrative orders under this and other chapters of the City of Springfield Codified Ordinances, injunctions, mandatory relief, restraining orders, and damages, appointment of a receiver, issuing assessments, and such other relief as may be allowed in law or equity.

#### **CHAPTER 1392 SAVINGS CLAUSE.**

- a. The repeal or amendment herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending litigation or prosecution of any right established or occurring prior to the effective date of this chapter, as amended.

#### **CHAPTER 1393 SEVERABILITY**

- a. If any section, subsection, clauses, phrase or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

#### **CHAPTER 1394 EFFECTIVE DATE**

- a. The provisions of Title Seven entitled the "Vacant Property Registration Program" shall become and be effective on or after January 1, 2020.

(Ord. \_\_-2019. Passed \_\_-\_\_-19.)

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 126-13

**Agenda Date:** 9/24/2019

**Today's Date:** 9/18/2019

**Subject:** AT&T Ohio – Centrex Service Renewal

**Submitted By:** Mark Beckdahl, Finance Director

**Department:** Finance

**Contact:** Mark Beckdahl, Finance Director

- |  |  |   |
|--|--|---|
| <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:** 18-288  
17-117  
16-82  
13-134  
13-109

**Date of Prior  
Ordinance/Resolution:** 11/5/2018  
5/9/2017  
3/29/2016  
5/14/2013  
4/30/2013

### **Summary:**

It is hereby respectfully requested that the City Commission authorize the City Manager to execute its fourth one-year extension to the existing agreement for Centrex telephone service with Ohio Bell Telephone Company dba AT&T Ohio for an amount not to exceed \$80,000.00.

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

| <u>Department/Division</u> | <u>Fund Description</u> | <u>Account Number</u> | <u>Actual Cost</u> |
|----------------------------|-------------------------|-----------------------|--------------------|
| Various                    | Various                 | Various               | \$80,000.00        |

**Total Cost: \$ 80,000.00**



AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into an amendment to the contract with The Ohio Bell Telephone Company dba AT&T Ohio for a one-year extension in connection with certain telephone services for municipal purposes for an amount not to exceed \$80,000.00.

...oooOOOooo...

WHEREAS, the City entered into an agreement with AT&T as provider for Centrex Service as authorized in Ordinance No. 13-109 and amended in Ordinance Nos. 16-82, 17-117 and 18-288, and now wishes to extend said agreement for a period of one year; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into an amendment to the contract with The Ohio Bell Telephone Company dba AT&T Ohio, a copy of which is attached hereto and is hereby approved, for a one-year extension in connection with obtaining certain telephone services for municipal purposes for an amount not to exceed \$80,000.00.

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



**AT&T ILEC CENTREX SERVICE**  
**Confirmation of Service Order**  
**Pursuant to Standard Service Publication Rates and Terms**

|   |   |
|---|---|
| <b>Customer</b>   | <b>AT&amp;T</b>   |
| City of Springfield<br>Street Address: 76 E High St<br>City: Springfield State/Province: OH<br>Zip Code: 45502 Country: USA   | AT&T ILEC Service-Providing Affiliate   |
| <b>Customer Contact (for notices)</b>   | <b>AT&amp;T Sales Contact Information and for Contract Notices</b><br><input type="checkbox"/> <b>Primary Contact AT&amp;T</b>  |
| Name: Kayla Walton<br>Title: Assissant<br>Street Address: 76 E High St<br>City: Springfield<br>State/Province: OH<br>Zip Code: 45502<br>Country: USA<br>Telephone: 937-324-7747<br>Fax:<br>Email: k Walton@springfieldohio.gov<br>Customer Account Number or Master<br>Account Number: 937 328 3403 238 | Name: Megan Mihal<br>Street Address: 3656 Massillon Rd<br>City: Uiontown State/Province: OH<br>Zip Code: 44685 Country: USA<br>Telephone: 877-577-6248 Fax:<br>Email: MM751A@att.com<br>Sales/Branch Manager: Cindy Klumb<br>SCVP Name: Keith Snyder<br>Sales Strata: LED Sales Region: Midwest<br>With a copy to:<br>AT&T Corp.<br>One AT&T Way<br>Bedminster, NJ 07921-0752<br>ATTN: Master Agreement Support Team<br>Email: mast@att.com |
| <b>AT&amp;T Solution Provider or Representative Information (If applicable)</b> <input type="checkbox"/>  |   |
| Name:                      Company Name:<br>Agent Street Address:                      City:                      State:                      Zip Code:<br>Telephone:                      Fax:                      Email:                      Agent Code   |   |

Customer agrees to purchase Service according to the prices, terms and conditions set forth in this Service Agreement, as well as the AT&T Business Service Agreement ("BSA") [http://www.corp.att.com/agreement/docs/serviceagreement\\_2009.pdf](http://www.corp.att.com/agreement/docs/serviceagreement_2009.pdf), which is incorporated herein by this reference.

The order of priority of the documents is: the applicable Service Publication(s), this Service Agreement, and then the BSA.

|  |  |
|--|--|
| <b>Customer (by its authorized representative)</b> | <b>AT&amp;T (by its authorized representative)</b> |
| By:  | By:  |
| Printed or Typed<br>Name: Bryan Heck               | Printed or Typed<br>Name:                          |
| Title: City Manager                                | Title:   |
| Date:  | Date:  |

**AT&T ILEC CENTREX SERVICE**  
**Confirmation of Service Order**  
**Pursuant to Standard Service Publication Rates and Terms**

**1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)**

|                             |  |
|-----------------------------|--|
| <b>Service</b>              | Centrex Service  |
| <b>Service Provider</b>     | The Ohio Bell Telephone Company d/b/a AT&T Ohio  |
| <b>Service Publications</b> | AT&T Ohio Guidebook: <a href="http://www.att.com/gen/public-affairs?pid=9700">http://www.att.com/gen/public-affairs?pid=9700</a> |

**2. SERVICE TERM, EFFECTIVE DATES AND LINE COMMITMENT**

|  |   |
|--|---|
| <b>Minimum Payment Period (Service Term)</b>           | the minimum period for which Customer is required to pay recurring charges for the applicable Service component and is subject to early termination liability |
| <b>Start Date of Minimum Payment Period</b>            | Effective Date of this Confirmation of Service Order  |
| <b>Effective Date of Rates</b>                         | Start Date of the Minimum Payment Period  |
| <b>Rate Stabilization per Service Component</b>        | Rates as specified for each Service Component are stabilized until the end of its Minimum Payment Period.   |
| <b>Rates Following end of Minimum Payment Period</b>   | applicable Service Publication rates then in effect   |
| <b>Line Commitment* and Line Commitment Start Date</b> | Select Line Commitment following Start Date of Minimum Payment Period   |
| *Does not apply for 12 and 24 month Service Term       |   |

**3. MINIMUM PAYMENT PERIOD**

| <b>Service Components</b>   | <b>Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*</b>  | <b>Minimum Payment Period</b> |
|---|--|-------------------------------|
| All Service components  | The present value of the Line Commitment (using AT&T's current cost of capital) x the monthly Centrex Line charge x the number of remaining months in the Service Agreement Term | 12 months                     |
| *The early termination charge will be equal to the stated percentage of the Monthly Recurring Rates for the terminated Service multiplied by the number of months remaining in the Minimum Payment Period at the date of termination. |  |                               |
| **Monthly Recurring Rate" is the sum of network access monthly price and contracted monthly Centrex Line charge.  |  |                               |

**4. UNDER UTILIZATION CHARGE**

|                                 |   |
|---------------------------------|---|
| <b>Under Utilization Charge</b> | If the number of lines billed in a month is fewer than the Line Commitment, Customer shall pay:<br>Under Utilization Charge = contracted monthly Centrex Line price x (Line Commitment quantity – actual lines billed). |
|---------------------------------|---|

**5. LOCATION OF SERVICE**

Service Location (if different than Customer address):

**AT&T ILEC CENTREX SERVICE**  
**Confirmation of Service Order**  
**Pursuant to Standard Service Publication Rates and Terms**

**6. RATES**

|                            |   |
|----------------------------|---|
| <b>Rates:</b>              | Applicable Service Publication rates on Effective Date for selected Term  |
| <b>Rate Stabilization:</b> | The Monthly Recurring Rate, and the Optional System Feature/Optional Line Feature rates as shown for 36 and 60 month Term Payment Plans in the Service Publication, may vary during the Service Agreement Term, but will not exceed applicable rates on the Effective Date. |

|  |  |
|--|--|
| <b><i>For internal use only</i></b>                                  |  |
| <b>Billing Telephone Number for Existing service, if applicable:</b> | (397) 328 – 3403   |
| <b>Program Code:</b>   |  |
| <b>Order Type</b>  | <input type="checkbox"/> New Install<br><input type="checkbox"/> Conversion from Month-to-Month<br><input checked="" type="checkbox"/> Renewal |

End of Document

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 213-19

**Agenda Date:** 09/10/19

**Today's Date:** 08/22/19

**Subject:** Collection of Fall Bagged Leaves

**Submitted By:** Mark Beckdahl

**Department:** Service Department

**Contact:** Shawn Wilson, Operations Supt.

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) |   |
| <input type="checkbox"/> 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:**

It is respectfully requested that the City Commission authorize the City Manager to enter into a contract with Rumpke of Ohio, Inc., 10795 Hughes Rd., Cincinnati, OH 45251 for the collection of fall bagged leaves. The total cost shall not exceed \$55,450.00. This award is based on the lowest and best of one bid received.

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

| <u>Department/Division</u> | <u>Fund Description</u> | <u>Account Number</u> | <u>Actual Cost</u> |
|----------------------------|-------------------------|-----------------------|--------------------|
| Service/Utilities          | 680                     | 900680-4030           | \$55,450.00        |

**Total Cost: \$ 55,450.00**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into a contract with Rumpke of Ohio, Inc. for the City's 2019 Collection of Fall Bagged Leaves Program for an amount not to exceed \$55,450.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received bids for the 2019 Collection of Fall Bagged Leaves Program; and

WHEREAS, after receiving and reviewing the only bid submitted, the City's Purchasing Division has recommended award of contract to Rumpke of Ohio, Inc., for an amount not to exceed \$55,450.00: NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a contract with Rumpke of Ohio, Inc. for the City's 2019 Collection of Fall Bagged Leaves Program for an amount not to exceed \$55,450.00.

Section 2. That the contract entered into by the City shall incorporate the specifications prepared by the Purchasing Division, which are hereby approved, and made available to providers submitting bids to the City and shall conform to the recommendations of the City's Purchasing Division as made to this Commission.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 224-18

Agenda Date: 9/10/19

Today's Date: 9/4/19

**Subject:** Enter into Contract for 5-Year Housing Strategic Plan and Consulting Services

**Submitted By:** Shannon Meadows, Community Development Director

**Department:** Community Development

**Contact:** Shannon Meadows

- |  |  |   |
|--|--|---|
| <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: 18-260

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

### **Summary:**

Respectfully request City Commission authorize entering into a contract with Greater Ohio Policy Center to guide and develop a 5-year strategic plan for housing in the City of Springfield and to provide additional consulting services as the city may see fit. Greater Ohio Policy Center has provided data driven research analysis for the Comprehensive Housing Market Analysis.

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

| Department/Division | Fund Description | Account Number | Actual Cost |
|---------------------|------------------|----------------|-------------|
|                     |                  |                | \$70,000.00 |

**Total Cost: \$ 70,000.00**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into a Springfield Comprehensive Housing Strategic Planning and Policy Development Consulting Agreement with Greater Ohio Policy Center, Inc. to help guide and develop a 5-year strategic plan for housing in the City for an amount not to exceed \$70,000.

...oooOOOooo...

WHEREAS, in Ordinance No. 18-260, this Commission authorized the commissioning of a comprehensive analysis of the housing market in Springfield; and

WHEREAS, Greater Ohio Policy Center has provided data driven research for the comprehensive analysis of the housing market in Springfield; and

WHEREAS, the City's Community Development Department has recommended an agreement with Greater Ohio Policy Center, Inc. to help guide and develop a 5-year strategic plan for housing in the City; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a Springfield Comprehensive Housing Strategic Planning and Policy Development Consulting Agreement, a copy of which is attached hereto and is hereby approved, with Greater Ohio Policy Center, Inc. to help guide and develop a 5-year strategic plan for housing in the City for an amount not to exceed \$70,000.

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



# **SPRINGFIELD COMPREHENSIVE HOUSING STRATEGIC PLANNING AND POLICY DEVELOPMENT CONSULTING AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between THE CITY OF SPRINGFIELD, OHIO (the "City") whose mailing address is 76 East High Street, Springfield, OH 45502 and GREATER OHIO POLICY CENTER, INC. (the "Consultant"), a consulting firm whose mailing address is 399 East Main Street, Suite 220, Columbus, OH 43215.

WHEREAS, Consultant performed a comprehensive housing market study that analyzed data components of the spectrum of Springfield's housing market, pursuant to a Springfield Comprehensive Housing Market Analysis Consulting Agreement ("Housing Analysis Agreement"), executed November 16, 2018; and

WHEREAS, The City is prepared and desires to implement the second phase of this study which shall include, but not be limited to, a five (5) year strategic plan for housing, plan implementation/assistance, and serving in an advisory capacity as needed. This implementation shall also aid in understanding the City's existing conditions and needs and future needs for inclusion in the City's updated Community Development Block Grant, HOME, and ESG Consolidated Plan to be submitted to the United States Department of Housing and Urban Development (called "HUD") in 2020 (hereinafter the "Project"); and

WHEREAS, Consultant holds itself out as a firm experienced and qualified in performance of comprehensive planning and policy development that will meet the City's needs and conform to HUD standards.

NOW, THEREFORE, the parties hereto agree as follows:

## **ARTICLE I – Scope of Services**

Section 1. Consultant shall perform all work necessary as outlined in pages 1-5 of "Project Proposal", dated July 11, 2019 and revised July 22, 2019. A copy of the Project Proposal is attached hereto and incorporated herein by reference, as if fully rewritten, as "Exhibit A".

Section 2. Consultant shall follow the "GOPC Activities and Timeline" as stated on p. 4 of Exhibit A.

Section 3. Consultant shall prepare and meet the "Project Deliverables" as also stated on p. 4 of Exhibit A.

## **ARTICLE II – Performance**

Section 1. The services described in Article I above shall be completed by Consultant within twelve (12) months from the time of execution of this Agreement.

Section 2. To the best of its ability Consultant shall follow the "Timeline of Deliverables and Suggested Payment Schedule", a copy of which is attached hereto and incorporated herein by reference, as if fully rewritten, as "Exhibit B".

Section 3. All work performed by Consultant pursuant to this Agreement shall be performed to the complete satisfaction of City's City Manager.

### ARTICLE III – Compensation

Section 1. The City agrees to compensate Consultant for services performed under Articles I-II a total lump sum of \$70,000; but in no event shall payment of compensation exceed the amounts as follows:

| Milestone  | Milestone Payments |
|--|--------------------|
| Contract execution   | \$3,500.00         |
| First Quarterly Payment for Advising   | \$8,750.00         |
| Delivery of draft strategic plan and completion of Article I, Section 3 & 4 services | \$20,000.00        |
| Delivery of the final report and completion of Articles I – II.                      | \$10,000.00        |

Consultant shall invoice City for each of the above payments in order for the payment to become due.

Section 2. Consultant shall invoice the City for the lump sum fee pursuant to Section 1 of this Article upon proper completion of the described milestone. All invoices presented shall be in a form acceptable to City's Finance Director and shall specify the work for which the City is being invoiced. Payment will be made to Consultant no later than thirty (30) days after City receives a proper invoice for payment. Final payment to which Consultant is entitled, shall be made no later than thirty (30) days after the work described in this Agreement has been satisfactorily completed and a proper final invoice has been delivered to the City.

Section 3. It is agreed that the compensation described in this Article for services described in this Agreement shall constitute the entire consideration to Consultant for all services (including any subcontracted services and expenses incurred) performed by Consultant pursuant to this Agreement. In no event shall the total consideration paid to Consultant for services rendered exceed the maximum sum of Seventy Thousand Dollars and No Cents (\$70,000.00) without any increase being approved and authorized by City's City Commission in advance.

### ARTICLE IV – General Provisions

Section 1. The City may, at any time prior to the completion of full performance by Consultant of the consulting services under this Agreement, terminate this Agreement by giving written notice not less than ten (10) calendar days prior to the effective date of termination. If the termination is for the City's convenience, payment to Consultant will be made promptly for the amount of fees earned and all

reimbursable expenses then due to the effective date of termination, less any payments previously made. Consultant shall make no claim for any additional compensation or lost profits, or damages of any kind against the City by reason of such termination, and the amount herein provided for will be the total compensation to which Consultant will be entitled in the event of such termination.

Section 2. All reviews and approvals to be done on behalf of the City under this Agreement shall be performed by the City's City Manager.

Section 3. It is agreed that Consultant shall have the status of an independent contractor under this Agreement. Consultant shall pay and make all required filings in connection with state, city and federal payroll taxes, social security contributions and workers' compensation and unemployment insurance premiums or any other required payments or filings in connection with the engagement of any persons or firms Consultant may use in performing its responsibilities under this Agreement.

Section 4. Consultant agrees that all operations conducted by it pursuant to this Agreement shall be in complete compliance with all applicable federal, state and local constitutions, charters, statutes, ordinances, rules and regulations of whatever nature. Warning: It is unlawful for officials and employees of City to receive gratuities. Discrimination by Consultant on grounds of race, religion, color, ancestry, nature origin, sex or sexual orientation is unlawful and shall subject Consultant to forfeiture.

Section 5. Consultant 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 negligent acts or omissions of Consultant or any employee or agent of Consultant. Notwithstanding any language to the contrary contained in this Agreement, neither party shall be liable to the other for lost profits, consequential, special, or indirect damages in any way arising out of this Agreement.

Section 6. Failure of City to complain of any act or omission on the part of Consultant 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, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or consent to a subsequent breach of the same or any other provision.

Section 7. This Agreement constitutes the entire understanding of the parties and shall not be altered, changed, modified, or amended except by similar instruments in writing, executed by the parties hereto.

Section 8. It is agreed that none of the parties shall have the right at any time to assign its interest in and to this Agreement without the written consent of the other party.

Section 9. This Agreement is binding upon and inures to the benefit of the parties hereto, their respective legal representatives, successors and assigns.

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

APPROVED AS TO FORM  
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

\_\_\_\_\_  
Jill N. Allen, Law Director

BY: \_\_\_\_\_  
Bryan Heck, 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.

GREATER OHIO POLICY CENTER, INC.

BY: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Finance Director

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 214-19

**Agenda Date:** 9/10/19

**Today's Date:** 8/26/19

**Subject:** Preliminary Participatory Legislation for CLA US 40D/40 0.00/13.76, PID No. 103332

**Submitted By:** Leo Shanayda, City Engineer

**Department:** Engineering

**Contact:** Chris Moore, Service Director

|  |  |   |
|--|--|---|
| <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:**

**Date of Prior  
Ordinance/Resolution:**

### **Summary:**

This office has received participatory legislation from the Ohio Department of Transportation. ODOT will be milling and filling on North Street from Limestone Street to the Lagonda overpass – WEST BOUND ONLY and the Lagonda overpass to Greenmount Avenue, more or less in the City of Springfield. The City is responsible for 20% of the cost of the project. Our share is estimated at \$148,720. Construction is currently scheduled for 2021.

### **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> |
|----------------------------|-------------------------|-----------------------|--------------------|
| Engineering                | ODOT                    |                       | \$ 594,880.00      |
| Engineering                | PI                      |                       | \$ 148,720.00      |

**Total Cost: \$ 743,600.00**

AN ORDINANCE NO. \_\_\_\_\_

Consenting to the mill and fill on North Street from Limestone Street to the Lagonda overpass (west bound only) and the Lagonda overpass to Greenmount, within the City of Springfield, by the Ohio Department of Transportation (identified as CLA US 40D/40 0.00/13.76, and further identified by PID No. 103332); providing for the maintenance of the right-of-way; and authorizing the City Manager to enter into agreements with the Director of Transportation of the State of Ohio necessary to complete the project.

...oooOOOooo...

WHEREAS, the Ohio Department of Transportation has identified the need to mill and fill on North Street from Limestone Street to the Lagonda overpass (west bound only) and the Lagonda overpass to Greenmount, within the City of Springfield, by the Ohio, by the Ohio Department of Transportation (identified as CLA US 40D/40 0.00/13.76, and further identified by PID No. 103332), said portion of highway within the municipal corporation limits being hereinafter referred to as the project; and

WHEREAS, ODOT will provide 80% of the project costs, with the City providing 20% funding from its Permanent Improvement Fund; and

WHEREAS, the City desires to give its consent to the Director of Transportation of the State of Ohio to complete the said project: NOW, THEREFORE:

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

Section 1. That this Commission hereby declares it to be in the public interest that the consent of the City be and such consent is hereby given to the Director of Transportation of the State of Ohio to perform the above described project.

Section 2. That ODOT will provide funding on an 80%/20% basis, with the State providing 80% of the funding for the project and the City providing 20% of the funding for the project.

Section 3. That if the City requests to perform any other work beyond mill and fill on North Street from Limestone Street to the Lagonda overpass (west bound only) and the Lagonda overpass to Greenmount, within the City of Springfield, the City shall assume and bear 100% of the costs associated with those items.

Section 4. The City agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

Section 5. That the City hereby agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs.

Section 6. That the City hereby agrees that all utility accommodations, relocations and reimbursements will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 7. That upon completion of said project, and unless otherwise agreed, the City shall (1) provide adequate maintenance for the project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the project; (3) maintain the right-of-way and keep it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 8. That the City Manager is hereby authorized and directed, on behalf of the City, to enter into agreements with the Director of Transportation of the State of Ohio necessary to complete the project.

Section 9. 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

CERTIFICATE OF COPY

STATE OF OHIO            )  
CITY OF SPRINGFIELD    )SS  
COUNTY OF CLARK        )

I, Jill R. Pierce, as Clerk of The City of Springfield, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. \_\_\_\_\_ passed by the City Commission of The City of Springfield, Ohio, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019; that the publication of such Ordinance has been made on \_\_\_\_\_, \_\_\_\_\_, 2019, and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are recorded in said City Commission's Ordinance Journal No. \_\_\_\_\_ on Page \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
CLERK OF THE CITY OF SPRINGFIELD, OHIO

\*\*\*\*\*

The foregoing is accepted as a basis for proceeding with the project herein described.

FOR THE CITY OF SPRINGFIELD, OHIO

ATTEST: \_\_\_\_\_

\_\_\_\_\_, DATE \_\_\_\_\_  
City Manager, Bryan Heck

FOR THE STATE OF OHIO

ATTEST: \_\_\_\_\_

\_\_\_\_\_, DATE \_\_\_\_\_  
Director, Ohio Department of Transportation



# Request for Commission Action

## City of Springfield, Ohio

Item Number: 215-19

**Agenda Date:** 9/10/19

**Today's Date:** 8/26/19

**Subject:** Preliminary Legislation for CLA Spgfld, N. Burnett/Columbus, PID No. 110976

**Submitted By:** Leo Shanayda, City Engineer

**Department:** Engineering

**Contact:** Chris Moore, Service Director

|  |  |   |
|--|--|---|
| <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:**

**Date of Prior  
Ordinance/Resolution:**

### **Summary:**

This office has received preliminary legislation – consent from the Ohio Department of Transportation (ODOT) to allow them to install active railroad warning devices at the intersection of Columbus Avenue and Burnett Road within 200 feet of the traffic signal requiring preemption to meet MUTCD and to keep vehicles off the track when a train is approaching. This is within the city limits, thus City Commission must approve preliminary legislation in order for this project to proceed. This is a fiscal year 2021 project and is at no cost to the City of Springfield.

**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:**

AN ORDINANCE NO. \_\_\_\_\_

Consenting to an improvement by the installation of active railroad warning devices at the intersection of Columbus Avenue and Burnett Road, within the City of Springfield (Project identified as CLA Spgfld, N. Burnett/Columbus, PID No. 110976); requesting cooperation of the Director of Transportation of the State of Ohio in the planning, design and construction of such improvement; providing for the maintenance of said improvement; and authorizing the City Manager to enter into agreements with the Director of Transportation of the State of Ohio necessary to complete the planning and construction of this improvement.

...oooOOOooo...

WHEREAS, the City has identified the need for and proposes the installation of active railroad warning devices at the intersection of Columbus Avenue and Burnett Road within 200 feet of the traffic signal requiring preemption to meet MUTCD and to keep vehicles off the track when a train is approaching, within the City of Springfield (Project identified as CLA Spgfld, N. Burnett/Columbus, PID No. 110976); and

WHEREAS, ODOT will provide 100 percent of the project costs; and

WHEREAS, the City desires to give its consent to the Director of Transportation of the State of Ohio to complete the said project: NOW, THEREFORE:

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

Section 1. That this Commission hereby declares it to be in the public interest that the consent of the City be and such consent is hereby given to the Director of Transportation of the State of Ohio to perform the above described project.

Section 2. That ODOT will provide 100 percent of the funding for the project.

Section 3. That if the City requests to perform any other work beyond the installation of active railroad warning devices at the intersection of Columbus Avenue and Burnett Road within 200 feet of the traffic signal requiring preemption to meet MUTCD and to keep vehicles off the track when a train is approaching, within the City of Springfield, the City shall assume and bear 100 percent of the costs associated with those items.

Section 4. That the City hereby agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs.

Section 5. That the City hereby agrees that all utility accommodations, relocations and reimbursements will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 6. That upon completion of said project, and unless otherwise agreed, the City shall (1) provide adequate maintenance for the project within the City's corporate boundaries, in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the project; (3) maintain the right-of-way and keep it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 7. That the City Manager is hereby authorized and directed, on behalf of the City, to enter into agreements with the Director of Transportation of the State of Ohio necessary to complete the project.

Section 8. That 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

CERTIFICATE OF COPY

STATE OF OHIO            )  
CITY OF SPRINGFIELD    )SS  
COUNTY OF CLARK        )

I, Jill R. Pierce, as Clerk of The City of Springfield, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. \_\_\_\_\_ passed by the City Commission of The City of Springfield, Ohio, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019; that the publication of such Ordinance has been made on \_\_\_\_\_, \_\_\_\_\_, 2019, and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are recorded in said City Commission's Ordinance Journal No. \_\_\_\_\_ on Page \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
CLERK OF THE CITY OF SPRINGFIELD, OHIO

\*\*\*\*\*

The foregoing is accepted as a basis for proceeding with the improvement herein described.

FOR THE CITY OF SPRINGFIELD, OHIO

ATTEST: \_\_\_\_\_

\_\_\_\_\_, DATE \_\_\_\_\_  
City Manager, Bryan Heck

FOR THE STATE OF OHIO

ATTEST: \_\_\_\_\_

\_\_\_\_\_, DATE \_\_\_\_\_  
Director, Ohio Department of Transportation

# Request for Commission Action City of Springfield, Ohio

Item Number: 013-19

Agenda Date: 9/24/19

Today's Date: 9/17/19

Subject: Moral Obligations

Submitted By: Mark Beckdahl, Finance Director

Department: Finance / Accounting

Contact: Katie Eviston

- |   |   |   |
|---|---|---|
| <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:**

It is respectfully requested that legislation be scheduled for inclusion on the regularly scheduled City Commission agenda on September 24, 2019, confirming purchases and the obtaining of services for the City.

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

An emergency ordinance has been requested in order to make timely payment to vendors and preserve vendor relationships.

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

**Total Cost:**

AN ORDINANCE NO. \_\_\_\_\_

Confirming purchases and the obtaining of services for the City and providing for payments therefor; and declaring an emergency.

...oooOOOooo...

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

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

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

WHEREAS, it is necessary that this Ordinance become effective immediately to prevent unreasonable delay in the payment for work performed and/or services provided and to preserve the City's relationship with its vendors, 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 does hereby approve and confirm the obtaining of the supplies and services hereinafter set forth and the Director of Finance is hereby authorized to make payment of the respective amounts hereinafter indicated from proper items of appropriation. Such supplies and services and the respective amounts of such payments hereby authorized are attached hereto as **Exhibit A**.

Section 2. That 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

## Moral Obligation Listing for 9/24/19

| Department                                      | Vendor                       | Invoice #      | Amount of Moral Ob. | Account #          | Invoice Amount |
|---|------------------------------|----------------|---------------------|--------------------|----------------|
| <b>Code Enforcement</b>                         | Cut-2-Perfection             | 637127         | \$ 265.00           | 740001-4070        | \$ 922.50      |
| Invoice exceeds balance remaining on PO.        |                              |                |                     |                    |                |
| <b>CSC - Facilities</b>                         | Equipment Specialists, Inc.  | 81896          | \$ 245.00           | 505008-4030        | \$ 245.00      |
| PO was not in place.                            |                              |                |                     |                    |                |
|   | Sterling Quality Concrete    | 2731           | \$ 18,500.00        | 505404-6050 (5172) | \$ 18,500.00   |
| Invoice exceeds balance remaining on PO.        |                              |                |                     |                    |                |
| <b>CSC - Fleet</b>                              | P & R Communications         | 257968         | \$ 306.81           | 950378-4082        | \$ 306.81      |
|   | P & R Communications         | 258025         | \$ 224.25           | 950378-4082        | \$ 224.25      |
| PO was not in place.                            |                              |                |                     |                    |                |
| <b>Fire</b>                                     | Ohio CAT                     | WO280016302    | \$ 443.86           | 110106-4082        | \$ 6,167.92    |
| Invoice exceeds balance remaining on PO.        |                              |                |                     |                    |                |
|   | Silco Fire                   | 2210271        | \$ 182.75           | 110106/115287-4030 | \$ 380.50      |
|   | Silco Fire                   | 2210709        | \$ 33.50            | 110106/115287-4030 | \$ 33.50       |
|   | Silco Fire                   | 2198011        | \$ 256.25           | 110106/115287-4030 | \$ 256.25      |
| Invoices exceed balance remaining on PO.        |                              |                |                     |                    |                |
| <b>Municipal Court - Judicial</b>               | Law Office of John M Spencer | 2018-TRD-14430 | \$ 150.00           | 620609-4035        | \$ 150.00      |
| Reimbursement request was not submitted timely. |                              |                |                     |                    |                |
|   | Stepmobile                   | 1519           | \$ 1,575.00         | 620039-4030        | \$ 1,575.00    |
|   | Stepmobile                   | 1520           | \$ 225.00           | 620039-4030        | \$ 225.00      |
| PO was not in place.                            |                              |                |                     |                    |                |
| <b>PI - NTPRD</b>                               | Cloverleaf Mechanical        | 32762          | \$ 13,961.60        | 410589-6040 PR450  | \$ 13,961.60   |
| PO was not in place.                            |                              |                |                     |                    |                |
| <b>WWTP</b>                                     | Maxim Crane Works LP         | 94022183       | \$ 1,717.50         | 351304-4030        | \$ 5,100.00    |
| Invoice exceeds balance remaining on PO.        |                              |                |                     |                    |                |

Request for Commission Action  
***City of Springfield, Ohio***

Item Number: 014-19

**Agenda Date:** 9/24/19

**Today's Date:** 9/18 /19

**Subject:** 2019 Supplemental Appropriations

**Submitted By:** Mark Beckdahl

**Department:** Finance / Accounting

**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 2019 supplemental appropriations per the attached listing.

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

An emergency ordinance has been requested for inclusion on the City Commission legislative agenda to approve a supplemental appropriation ordinance for various funds. These supplemental appropriations are necessary to make funding available to carry on the operations of the various municipal departments, thereby avoiding inadvertently creating a technical Ohio Revised Code violation by committing funds twice for different purposes.

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

**Total Cost:**



AN ORDINANCE NO. \_\_\_\_\_

Providing for Supplemental Appropriations within various funds, and declaring an emergency.

...oooOOOooo...

WHEREAS, the Finance Director has advised the City Commission that supplemental appropriations are necessary to make funding available to carry on the operations of the various municipal departments, thereby avoiding inadvertently creating a technical Ohio Revised Code violation by committing funds twice for different purposes, 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 sums listed on the attached Exhibit A are hereby appropriated from the unappropriated balances of the funds indicated.

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****SUPPLEMENTAL APPROPRIATIONS  
2019 Appropriations  
September 24, 2019****100 GENERAL FUND**

|  |                   |                  |
|--|-------------------|------------------|
| Community Development / Administration         | Personal Services | 12,000.00        |
| Community Development / Administration         | Other Services    | 1,000.00         |
|  |                   | <u>13,000.00</u> |
| Community Development / Housing Administration | Personal Services | 15,000.00        |
|  |                   | <u>28,000.00</u> |

**264 PROBATION FEE FUND**

|                                    |                   |                  |
|------------------------------------|-------------------|------------------|
| Municipal Court / Judicial Offices | Personal Services | 10,500.00        |
|                                    |                   | <u>10,500.00</u> |

**401 PERMANENT IMPROVEMENT FUND**

|                |                   |
|----------------|-------------------|
| Other Services | 200,000.00        |
|                | <u>200,000.00</u> |

**630 SEWER REVENUE FUND**

|                    |                   |                  |
|--------------------|-------------------|------------------|
| Service / Forestry | Personal Services | 10,000.00        |
| Service / Forestry | Other Services    | 30,000.00        |
|                    |                   | <u>40,000.00</u> |
|                    |                   | <u>40,000.00</u> |

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 222-19

**Agenda Date:** 09/24/2019

**Today's Date:** 09/16/2019

**Subject:** The Interlocal Purchasing System (TIPS)

**Submitted By:** Mark Beckdahl, Finance Director

**Department:** Finance

**Contact:** Emily Adamson

- |   |   |   |
|---|---|---|
| <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:**

It is respectfully requested that City Commission authorize the City to participate in The Interlocal Purchasing Systems (TIPS) Purchasing Cooperative.

The Interlocal Purchasing System (TIPS) operates similar to the Ohio Department of Administrative Services (ODAS) contracts wherein government agencies are permitted to participate in contracts which have been awarded through the formal bid process.

Section 9.48 of the Ohio Revised Code recognizes the authority of Ohio Municipalities to participate in cooperative purchasing programs conducted by other states. It would be beneficial to the City of Springfield to have available to it economic contracts for the purchase of goods and services which may be obtained by The Interlocal Purchasing System (TIPS).

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

An emergency ordinance is being requested in order to purchase from the cooperative purchasing contract to secure pricing.

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

**Total Cost:**

AN ORDINANCE NO. \_\_\_\_\_

Securing to The City of Springfield, Ohio, the benefits of The Interlocal Purchasing System ("TIPS") Purchasing Cooperative; and declaring an emergency.

oooOOOooo

WHEREAS, Section 9.48 of the Ohio Revised Code provides the opportunity for counties, townships and municipal corporations to participate in cooperative purchasing programs conducted by other states; and

WHEREAS, TIPS is a governmental agency operating under the enabling authority outlined in Texas Government Code § 791; and

WHEREAS, the City wishes to avail itself of the benefits of the TIPS Purchasing Cooperative; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to secure the Fire Station #1 Re-Roofing Project through the TIPS Purchasing Cooperative, thereby providing for the usual daily operation of the Fire Division, which this Commission finds creates an emergency 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 of Springfield, Ohio, hereby requests authority to participate in contracts which the TIPS Purchasing Cooperative has entered into for the purchase of goods and services pursuant to Section 9.48 of the Ohio Revised Code.

Section 2. That the City Manager is hereby authorized to execute an Interlocal Agreement, a copy of which is attached hereto and is hereby approved, to secure to the City the benefits of the TIPS Purchasing Cooperative.

Section 3. That the City Manager is hereby authorized to agree in the name of The City of Springfield, Ohio, to bind The City of Springfield, Ohio to all contract terms and conditions as the TIPS Purchasing Cooperative prescribes. Further, that The City of Springfield, Ohio, does hereby agree to be bound by all such terms and conditions.

Section 4. That the City Manager is hereby authorized to agree in the name of The City of Springfield, Ohio to directly order from the vendor and directly pay the vendor, under each such TIPS Purchasing Cooperative contract in which it participates, for items it receives pursuant to the contract, and that The City of Springfield, Ohio does hereby agree to directly order from the vendor and directly pay the vendor.

Section 5. That the Clerk of the City Commission is hereby directed to file a certified copy of this Ordinance with the TIPS Purchasing Cooperative, 4845 Highway 271 North, Pittsburg, Texas 75686.

Section 6. 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

**INTERLOCAL AGREEMENT**  
**Region 8 Education Service Center**  
**OHIO PUBLIC AGENCY**  
**(School, College, University, State, City or County Office)**

The City of Springfield, Ohio  
OHIO EDUCATIONAL OR GOVERNMENT ENTITY

and

Region 8 Education Service Center  
Pittsburg, Texas

\_\_\_\_\_  
Control Number (TIPS will Assign)  
Schools enter County-District Number

225 - 950  
Region 8 County-District Number

The Texas Education Code §8.002 permits Regional Education Service Centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university financial operations.

**Government Authority:**

Authority for such services in Ohio is granted under Ohio law. OHIO. REV. CODE ANN. § 9.48. These competitively bid cooperative purchasing services are extended to all Ohio State, City and County Government Agencies.

TICA also expressly states that a party to an interlocal contract may contract with a similar agency of another state. TEX. GOV'T CODE § 791.011 (b)(2). A school district is a local government in Ohio. Therefore, an interlocal purchasing cooperative in Texas has statutory authority to contract or agree with an Ohio public school district or other local government of Ohio.

Ohio law also permits participation in a joint purchasing program. OHIO. REV. CODE. ANN. § 9.48. Ohio law provides that a political subdivision may participate in a joint purchasing program operated by or through a national or state association of political subdivisions in which the purchasing political subdivision is eligible for membership. *Id* at § 9.48 (B)(2). Section 9.48 (A), Ohio Revised Code, provides that the term "political subdivision" has the same meaning as section 2744.01, Ohio Revised Code. *Id* at § 9.48 (A). Section 2744.01 states that a "political subdivision" means, among other entities, a school district. OHIO REV. CODE ANN. § 2744.01 (F). A Texas regional service center is a political subdivision of Texas. TEX. EDUC. CODE § 8.001, *et seq.* Therefore, Ohio public school districts, or other political subdivisions of the state of Ohio, have statutory authority to contract or agree with a Texas regional education service center to participate in a joint purchasing program operated by or through a state association of political subdivisions of Texas.

**Vision:**

TIPS will become the premier purchasing cooperative in North America through developing partnerships with quality vendors, school districts, universities, colleges, all governmental entities, and public and private industry.

**Mission:**

Our mission is to provide a proven purchasing process through quality customer service including timely response, legal support and effective recruitment by providing sufficient resources to include personnel.

**Purpose:**

The purpose of the TIPS program shall be to continue providing substantial savings and best value for participating educational entities or public agencies through cooperative purchasing.

**Effective:**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is effective \_\_\_\_\_ and shall be automatically renewed annually unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

Region 8 Education Service Center, by this *Agreement*, agrees to provide competitively bid cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

**Role of the TIPS Purchasing Cooperative:**

1. Provide organizational and administrative structure of the TIPS Program.
2. Provide Administrative and Support Staff necessary for efficient operation of the TIPS Program.
3. Provide marketing of the TIPS program to expand membership, awarded contracts and commodity categories.
4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and awarding of vendor contracts.
5. Provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures.
6. Maintain filing system for all competitive bidding procedure requirements.
7. Provide Reports as requested.
8. Maintain active membership database for awarded vendors.
9. Provide TIPS training to members and vendors upon request.

**Role of the Education or Government Entity:**

1. Commit to participate in the TIPS Program.
2. Designate a Primary and Technology Contact for the entity to be responsible for promoting TIPS within the organization.
3. Commit to purchase products and services from TIPS Vendor Awarded Contracts when in the best interest of the entity. **PURCHASE ORDER MUST ALWAYS BE MARKED TIPS and EMAILED to TIPSPO@TIPS-USA.COM for processing.**
4. Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.
6. Pay Awarded Vendors in a timely manner for all goods and services received.
7. Report any vendor issues that may arise to the TIPS Cooperative Coordinator.

**General Provisions:**

Both Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the laws of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

It is the responsibility of the Entity purchasing from TIPS to insure that the respective State purchasing laws are being followed.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

**Authorization:**

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide competitively bid cooperative purchasing opportunities to entities as outlined above.

This Interlocal Agreement process was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the respective STATE Open Meetings Act, for Texas it was Government Code Ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Membership Entity-**

**Region 8 Education Service Center**

\_The City of Springfield, Ohio\_

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Title: Bryan Heck, City Manager

Title: Executive Director Region 8 ESC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_



**Public Entity Contact Information**

Emily Adamson  
Primary Purchasing Person's Name

\_eadamson@springfieldohio.gov\_  
Primary Person's Email Address

76 East High Street  
Mailing Address

937-324-7326  
Telephone Number

Springfield, Ohio 45502  
City, State Zip

937-324-4118  
Fax Number

Brandy Bubb  
Secondary Contact's Name

bbubb@springfieldohio.gov  
Secondary Contact's Email Address

**Instructions:**

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona do require all entities to have an Interlocal Agreement. Email completed Interlocal Agreement to [tips@tips-usa.com](mailto:tips@tips-usa.com).

# Request for Commission Action City of Springfield, Ohio

Item Number: 223-19

**Agenda Date:** 09/24/2019

**Today's Date:** 09/16/2019

**Subject:** Fire Station #1 Re-Roofing Project

**Submitted By:** Mark Beckdahl, Finance Director

**Department:** Finance

**Contact:** Emily Adamson, Buyer

- |   |   |   |
|---|---|---|
| <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:**

It is respectfully requested that City Commission authorize the Re-Roofing Project located at Fire Station #1 from Dura-Last, 525 Morley Drive, Saginaw, MI 48601 for a total amount of \$91,269.00. This purchase is being made through The Interlocal Purchasing System (TIPS) Contract #170201.

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

Emergency legislation is requested in order to secure the pricing of the quote that we received dated for September 5, 2019. The quote is only valid for (60) days. Additionally, it is requested to expedite the start of this project to be completed by the end of 2019.

| <u>Department/Division</u> | <u>Fund Description</u> | <u>Account Number</u> | <u>Actual Cost</u> |
|----------------------------|-------------------------|-----------------------|--------------------|
| Fire                       | 2019 NOPEC Grant        | 110283-6040           | \$91,269.00        |

**Total Cost: \$91,269.00**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the Re-Roofing Project at Fire Station #1 from Duro Last Roofing, Inc., for an amount not to exceed \$91,269.00, through The Interlocal Purchasing System ("TIPS") Purchasing Cooperative, in accordance with the provisions of Section 9.48 of the Ohio Revised Code; and declaring an emergency.

...oooOOOooo...

WHEREAS, in Ordinance No. \_\_\_\_\_, the City opted to secure to itself the benefits of the TIPS Purchasing Cooperative pursuant to Section 9.48 of the Ohio Revised Code to enable purchases through TIPS; and

WHEREAS, the City wishes to conduct a Re-Roofing Project at Fire Station #1, pursuant to the TIPS Purchasing Cooperative; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to secure pricing and 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 Re-Roofing Project at Fire Station #1, from Duro Last Roofing, Inc., 525 Morley Drive, Saginaw, MI 48601, for an amount not to exceed \$91,269.00, through the TIPS Purchasing Cooperative, in accordance with the provisions of Section 9.48 of the Ohio Revised Code, is hereby authorized.

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

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 224-19

**Agenda Date:** 09/24/2019

**Today's Date:** 09/10/2019

**Subject:** Acceptance of Assistance to Firefighters Grant from the Federal Emergency Management Agency (FEMA)

**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 type="checkbox"/> Contract   |   |

**Prior  
Ordinance/Resolution:**

**Date of Prior  
Ordinance/Resolution:**

### **Summary:**

It is respectfully requested that the City Commission approve an Ordinance authorizing the City Manager to accept an Assistance to Firefighters Grant from the Federal Emergency Management Agency (FEMA) in the amount of \$491,913.63 and declare it an emergency.

The funds from this grant and local match in the amount of \$49,191.37 will be utilized to purchase radio equipment and headsets.

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

It is necessary that this Ordinance become effective immediately in order to comply with timeframes established by FEMA to accept such grant awards. This award must be accepted no later than September 28, 2019.

| <u>Department/Division</u> | <u>Fund Description</u> | <u>Account Number</u> | <u>Actual Cost</u> |
|----------------------------|-------------------------|-----------------------|--------------------|
| Safety Svcs./Fire Div.     | Permanent Improvement   | 110114-6020           | \$49,191.37        |

**Total Cost: \$49,191.37**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the acceptance of an Assistance to Firefighters Grant from the Federal Emergency Management Agency ("FEMA") in an amount up to \$491,913.63; authorizing the local matching expenditure in an amount not to exceed \$49,191.37; authorizing the City Manager, Finance Director, Law Director and Fire Chief 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 received notification of an award of an Assistance to Firefighters Grant from FEMA, for funding in an amount up to \$491,913.63 to purchase radio equipment and headsets; and

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

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

Section 1. That this Commission hereby authorizes the acceptance of an Assistance to Firefighters Grant from FEMA, for funding in an amount up to \$491,913.63 to purchase radio equipment and headsets under the terms of the Award Package attached to this Ordinance.

Section 2. The City's matching expenditure of \$49,191.37 needed to comply with its grant obligations is hereby authorized.

Section 3. That the City Manager, Finance Director, Law Director and Fire Chief 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

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Brian Miller  
SPRINGFIELD, CITY OF  
FINANCE 4TH FLOOR 76 E HIGH STREET  
SPRINGFIELD, OH 45502



**FEMA**

EMW-2018-FO-05568

Dear Brian Miller,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2018 Assistance to Firefighters Grant (AFG) funding opportunity has been approved in the amount of \$491,913.63 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.00 percent of the Federal funds awarded, or \$ 49,191.37 for a total approved budget of \$ 541,105.00 . Please see the FY 2018 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2018 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Bridget Bean".

Bridget Bean  
Acting Assistant Administrator  
Grant Programs Directorate

# Summary Award Memo

**Program:** Fiscal Year 2018 Assistance to Firefighters Grant

**Recipient:** SPRINGFIELD, CITY OF

**DUNS number:** 079426334

**Award number:** EMW-2018-FO-05568

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2018 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

| <b>Object Class</b> | <b>Total</b>        |
|---------------------|---------------------|
| Personnel           | \$0.00              |
| Fringe Benefits     | \$0.00              |
| Travel              | \$0.00              |
| Equipment           | \$528,505.00        |
| Supplies            | \$0.00              |
| Contractual         | \$0.00              |
| Construction        | \$0.00              |
| Other               | \$12,600.00         |
| <b>Federal</b>      | <b>\$491,913.63</b> |
| <b>Non-Federal</b>  | <b>\$49,191.37</b>  |
| <b>Total</b>        | <b>\$541,105.00</b> |

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2018 AFG NOFO.

**Approved request details:**

## Equipment



## **Mobile Radios (must be P-25 Compliant)**

### **DESCRIPTION**

These radios will be P-25 compliant mobile radio and be dual headed allowing both personnel in the cab of the apparatus and the pump operator to participate in communications. The radios will also feature a connection to headsets designed as a safety measure to protect the hearing of personnel and improve the likelihood that communications are received. This is particularly important for the pump operator due to his/her responsibility to supply water to those making an interior attack.

| QUANTITY | UNIT PRICE | TOTAL       |
|----------|------------|-------------|
| 15       | \$4,550.00 | \$68,250.00 |

### **BUDGET CLASS**

Equipment

**Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)**

**DESCRIPTION**

These portable radios will be P-25 compliant and include all items necessary to be placed into service including being rated C1D1 (intrinsically safe. Capabilities include WiFi and bluetooth technology that allow the radio to be paired with an SCBA mask for in-mask communications, last transmission play back, noise cancellation, encryption, and are submersible at 2 meters for up to 4 hours. They also include remote microphones to attach at the lapel of a uniform or turnout gear.

| QUANTITY | UNIT PRICE | TOTAL        |
|----------|------------|--------------|
| 71       | \$4,800.00 | \$340,800.00 |

**BUDGET CLASS**

Equipment

**CHANGE FROM APPLICATION**

**Quantity from 75 to 71**

**JUSTIFICATION**

This reduction is because the number of Portable Radios items requested exceeded the number of seated riding positions in your department.

## Headsets

### DESCRIPTION

These headsets will be purchased from a market leading manufacturer and provide headsets that reduce noise levels to protect hearing and to ensure clear communication with all personnel. They are light-weight, comfortable, and have noise-canceling electric microphones designed for superb voice fidelity and noise rejection. They will promote in-cab communications as well as interface into the P-25 compliant mobile radios to be installed on all vehicles.

| QUANTITY | UNIT PRICE | TOTAL       |
|----------|------------|-------------|
| 66       | \$500.00   | \$33,000.00 |

### BUDGET CLASS

Equipment

## Base Station (must be P-25 Compliant)

### DESCRIPTION

These radios will be P-25 compliant control station radios providing in-station communications. The radios will allow in-station alerting and control the interface with all of the speakers throughout the station. Because we are changing to MARCS, we need to upgrade all radios to the same operating platform.

| QUANTITY | UNIT PRICE | TOTAL       |
|----------|------------|-------------|
| 7        | \$3,240.00 | \$22,680.00 |

### BUDGET CLASS

Equipment

## **Mobile Radios (must be P-25 Compliant)**

### **DESCRIPTION**

These radios will be P-25 compliant mobile radios and be installed in all of our ambulances, staff vehicles, and mobile cascade and support units. Specs include GPS tracking, programmable, encryption, over 1000 channels available, last transmission recall, scanning, and meets multiple military grade specifications.

| <b>QUANTITY</b> | <b>UNIT PRICE</b> | <b>TOTAL</b> |
|-----------------|-------------------|--------------|
| 16              | \$3,150.00        | \$50,400.00  |

### **BUDGET CLASS**

Equipment

### **CHANGE FROM APPLICATION**

**Quantity** from 27 to 16

### **JUSTIFICATION**

This reduction is because the number of Mobile Radios items requested exceeded the number of vehicles in your department.

## **Additional Funding**

### **DESCRIPTION**

This additional request is to fund battery chargers and spare batteries. 11 Desktop chargers will provide staff officers and the Battalion Chief with battery chargers. The 7 multi-bank chargers will be used at each engine house (1 for each station) and the 42 spare batteries will be evenly distributed across the division to ensure compliance with NFPA 1221 which says spare batteries shall be maintained so that continuous operation at emergency incidents are assured. The price listed under Indirect charges consists of the cost of installation for all of the requested radios and equipment. Both vendors for the radios that are in the final selection process have quoted installation and are close on price. Both vendors have stated their willingness to perform the installation at our City Service Center (repair garage) in order to complete the installation process as fast as possible and reduce the out of service time for our fleet. The price of \$12,600 is surprisingly cheap to install radios in 43 vehicles and quite obviously a needed piece of this radio upgrade.

Amount

\$12,600.00

### **BUDGET CLASS**

Other

### **CHANGE FROM APPLICATION**

**Budget class from Indirect\_charges to Other**

### **JUSTIFICATION**

Budget class changed from indirect to other based on description of item cost.

## Additional Funding

### DESCRIPTION

This additional request is to fund battery chargers and spare batteries. 11 Desktop chargers will provide staff officers and the Battalion Chief with battery chargers. The 7 multi-bank chargers will be used at each engine house (1 for each station) and the 42 spare batteries will be evenly distributed across the division to ensure compliance with NFPA 1221 which says spare batteries shall be maintained so that continuous operation at emergency incidents are assured. The price listed under Indirect charges consists of the cost of installation for all of the requested radios and equipment. Both vendors for the radios that are in the final selection process have quoted installation and are close on price. Both vendors have stated their willingness to perform the installation at our City Service Center (repair garage) in order to complete the installation process as fast as possible and reduce the out of service time for our fleet. The price of \$12,600 is surprisingly cheap to install radios in 43 vehicles and quite obviously a needed piece of this radio upgrade.

Amount

\$13,375.00

### BUDGET CLASS

Equipment

## **Agreement Articles**

**Program:** Fiscal Year 2018 Assistance to Firefighters Grant

**Recipient:** SPRINGFIELD, CITY OF

**DUNS number:** 079426334

**Award number:** EMW-2018-FO-05568

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**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget(OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances -Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations(C.F.R) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

**Article 2****DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

**Article 3****Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

- Article 4      Activities Conducted Abroad**  
Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- Article 5      Age Discrimination Act of 1975**  
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article 6      Americans with Disabilities Act of 1990**  
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Article 7      Best Practices for Collection and Use of Personally Identifiable Information (PII)**  
Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.
- Article 8      Civil Rights Act of 1964 – Title VI**  
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article 9 Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D)

**Article 10 Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article 11 Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article 12 Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101).

**Article 13 Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article 15 Energy Policy and Conservation Act**

Recipients must comply with the requirements of The Energy Policy and Conservation Act Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article 16 False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. § 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

**Article 17 Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article 18 Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

**Article 19 Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article 20 Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. § 2225.

- Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)**  
Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidancepublished-help-department-supported-organizations-provide-meaningfulaccess-people-limited> and additional resources on <http://www.lep.gov>.
- Article 22 Lobbying Prohibitions**  
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article 23 National Environmental Policy Act**  
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**  
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- Article 25 Non-supplanting Requirement**  
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- Article 26 Notice of Funding Opportunity Requirements**  
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated hereby reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

**Article 27 Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Article 28 Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article 29 Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article 30 Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 31 Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 32 SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.



**Article 33 Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**Article 34 Trafficking Victims Protection Act of 2000**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) codified as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

**Article 35 Universal Identifier and System of Award Management (SAM)**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**Article 36 USA Patriot Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

**Article 37 Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article 38 Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Article 39 Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.



**Article 40 Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 41 Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

**Article 42 Environmental Planning and Historic Preservation**

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

## Obligating document

|   |   |  |   |   |   |  |
|---|---|--|---|---|---|--|
| <b>1. Agreement No.</b><br>EMW-2018-FO-05568  | <b>2. Amendment No.</b><br>N/A                      | <b>3. Recipient No.</b><br>31-6000056  | <b>4. Type of Action</b><br>AWARD   | <b>5. Control No.</b><br>WX02674N2019T  |   |  |
| <b>6. Recipient Name and Address</b><br>SPRINGFIELD, CITY OF<br>76 E HIGH ST<br>SPRINGFIELD, OH 45502   |   | <b>7. Issuing FEMA Office and Address</b><br>Grant Programs Directorate<br>500 C Street, S.W.<br>Washington DC, 20528-7000<br>1-866-927-5646 |   | <b>8. Payment Office and Address</b><br>FEMA, Financial Services Branch<br>500 C Street, S.W., Room 723<br>Washington DC, 20742 |   |  |
| <b>9. Name of Recipient Project Officer</b><br>Rodney Rahrle  |   | <b>9a. Phone No.</b><br>937-324-7632   | <b>10. Name of FEMA Project Coordinator</b><br>Assistance to Firefighters Grant Program |   | <b>10a. Phone No.</b><br>1-866-274-0960 |  |
| <b>11. Effective Date of This Action</b><br><br>08/27/2019  | <b>12. Method of Payment</b><br><br>OTHER - FEMA GO | <b>13. Assistance Arrangement</b><br><br>COST SHARING  |   | <b>14. Performance Period</b><br>09/03/2019 to 09/02/2020<br><b>Budget Period</b><br>09/03/2019 to 09/02/2020                   |   |  |
| <b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>   |   |  |   |   |   |  |
| <b>Program Name Abbreviation</b>  | <b>Assistance Listings No.</b>                      | <b>Accounting Data(ACCS Code)</b>  | <b>Prior Total Award</b>  | <b>Amount Awarded This Action + or (-)</b>  | <b>Current Total Award</b>              | <b>Cumulative Non-Federal Commitment</b> |
| AFG   | 97.044  | 2019-F8-GB01 - P431-xxxx-4101-D  | \$0.00  | \$491,913.63  | \$491,913.63                            | \$49,191.37                              |
| <b>Totals</b>   |   |  | \$0.00  | \$491,913.63  | \$491,913.63                            | \$49,191.37                              |
| <b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b><br>N/A  |   |  |   |   |   |  |
| <b><del>16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</del></b><br>This field is not applicable for digitally signed grant agreements |   |  |   |   |   |  |

|  |                   |
|--|-------------------|
| <b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>                       | <b>DATE</b>       |
| <b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>                            | <b>DATE</b>       |
| <b>Bridget Bean, Acting Assistant Administrator Grant Programs Directorate</b> | <b>08/27/2019</b> |

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 225-19

**Agenda Date:** 09/24/2019

**Today's Date:** 09/17/2019

**Subject:** Water Treatment Plant 69KV Oil Switch Replacement

**Submitted By:** Mark Beckdahl, Finance Director

**Department:** Finance

**Contact:** Emily Adamson, Buyer

- |   |   |   |
|---|---|---|
| <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:**

It is respectfully requested that the City Commission authorize the 69KV Oil Switch Replacement located at the Water Treatment Plant from Triec Electrical Services, 1630 Progress Drive, Springfield, Ohio 45505 for a total amount of \$270,000.00. This purchase is being made through The State of Ohio Department of Administrative Services (ODAS) Contract #MMA7592.

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

Emergency legislation is requested in order to secure the pricing of the quote that we received dated for September 6, 2019. The quote is only valid for (30) days.

| <u>Department/Division</u> | <u>Fund Description</u>                  | <u>Account Number</u> | <u>Actual Cost</u> |
|----------------------------|--|-----------------------|--------------------|
| WTP                        | WTR System Improvement Bond Construction | 140624-6050 PR 6214   | \$270,000.00       |

**Total Cost: \$270,000.00**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the installation of a replacement 69KV Oil Switch at the Water Treatment Plant, from Triec Electrical Services, Inc., for an amount not to exceed \$270,000.00, through the Ohio Department of Administrative Services, pursuant to Ohio's Cooperative Purchasing Act in accordance with the provisions of Section 125.04 of the Ohio Revised Code; and declaring an emergency.

...oooOOOooo...

WHEREAS, pursuant to Resolution No. 4443, the City has opted to secure to itself the benefits of the Ohio Cooperative Purchasing Act pursuant to Section 125.04 of the Ohio Revised Code to enable purchases through the Ohio Department of Administrative Services (ODAS); and

WHEREAS, the City wishes to replace the 69KV Oil Switch at the Water Treatment Plant, pursuant to the Ohio Cooperative Purchasing Act; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to secure pricing, 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 installation of a replacement 69KV Oil Switch at the Water Treatment Plant from Triec Electrical Services, Inc., 1630 Progress Drive, Springfield, Ohio 45505, for an amount not to exceed \$270,000.00, through the Ohio Department of Administrative Services, pursuant to Ohio's Cooperative Purchasing Act in accordance with the provisions of Section 125.04 of the Ohio Revised Code is hereby authorized.

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

# Request for Commission Action City of Springfield, Ohio

Item Number: 226-19

**Agenda Date:** 9/24/2019

**Today's Date:** 9/17/2019

**Subject:** Subrecipient Funding Agreement for HOME TBRA

**Submitted By:** Shannon Meadows

**Department:** Community Development

**Contact:** Chelsea Jones

- |   |   |   |
|---|---|---|
| <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 Subrecipient Funding agreement with Springfield Metropolitan Housing Authority to provide Tenant Based Rental Assistance to homeless victims of domestic violence. The time of performance will be from October 1, 2019 through September 30, 2020.

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

We are requesting emergency consideration of this matter so the funding agreement can be approved by October 1, 2019 and the program can continue its activities without interruption. SMHA provides continuous services and rental assistance to the clients served by this program and 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-Housing                 | HOME                    |                       | \$63,000.00        |

**Total Cost: \$63,000.00**

AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into a Subrecipient Funding Agreement [HOME Tenant Based Assistance 2019-2020] with Springfield Metropolitan Housing Authority to conduct Tenant Based Rental Assistance in an amount not to exceed \$63,000.00; and declaring an emergency.

...oooOOOooo...

WHEREAS, Springfield Metropolitan Housing Authority is willing to operate a HOME funded shelter and support tenant based assistance program in Springfield; and

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

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

Section 1. That the City Manager is hereby authorized to enter into a Subrecipient Funding Agreement [HOME Tenant Based Assistance 2019-2020] with Springfield Metropolitan Housing Authority to conduct Tenant Based Rental Assistance in an amount not to exceed \$63,000.00, 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

**SUBRECIPIENT FUNDING AGREEMENT**  
[HOME Tenant Based Assistance 2019-2020]

THIS AGREEMENT made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **THE CITY OF SPRINGFIELD, OHIO** (hereinafter referred to as "City") and **SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**, an Ohio not-for-profit corporation, whose mailing address is 101 W. High Street, Springfield, Ohio 45502 (hereinafter referred to as "Subrecipient").

**WITNESSETH:**

WHEREAS, Subrecipient is willing to operate a HOME funded shelter and support tenant based assistance program in Springfield (hereinafter the "Assistance Program"); and,

WHEREAS, the CITY will be benefited by obtaining such services which will facilitate preservation of the public health, safety and welfare.

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 HOME funds in accordance with all program requirements. Subrecipient understands 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 is required to carry out the Assistance Program in compliance with all federal laws and regulations in 24 CFR Part 92, 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 does not assume the City's environmental responsibilities.
  - b. The Subrecipient does not assume the City's responsibility for initiating the review process under Executive Order 12372, as described in 24 CFR Section 92.352.



3. Scope of Service. The Subrecipient hereby agrees to utilize funds made available under the HOME program 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 or the Subrecipient and shall be incorporated in written amendments to this Agreement. Subrecipient certifies that it will utilize the funding provided by the City to provide HOME funded shelter and support tenant based assistance to eligible persons living in Clark County.
4. Time of Performance. This Agreement shall take effect as of October 1, 2019 and continue through and including September 30, 2020.
5. Consideration. The City shall fund the 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 Sixty-Three Thousand Dollars (\$63,000.00) shall be expended to provide tenant based assistance. 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 HOME program
6. Method of Payment. The City shall compensate the Subrecipient for proper expenditures up to a maximum sum of Sixty-Three Thousand Dollars (\$63,000.00). Subject to 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 85 and 2 CFR Part 200 (also referred to as the Super Circular). Such documentation shall be submitted to the CITY by the 15th day of each month for the preceding month. 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.
7. Program Income. All income received from HOME funded activities shall be considered program income and subject to 24 CFR Part 85, Federal Management Circulars 2 CFR Part 200 and current HOME 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 HOME funds on hand at the time of expiration, any accounts receivable attributable to the use of HOME funds, and any personal property acquired by Subrecipient with HOME 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 HOME 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 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 and Subrecipient will place in each contract Subrecipient enters 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 each 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 warrants that it shall comply with the City's minority business enterprise requirements. Subrecipient warrants that it will subcontract with qualified minority business enterprises and female business enterprises which are certified by the City in order to meet the City's goals established in Chapter 153 of the City's Codified Ordinances.
10. Compliance with Regulations and other Federal Requirements. Subrecipient will comply with the Regulations of the United States Department of Housing and Urban Development including those listed in ATTACHMENT IV - Certification, Other Regulations, on file with the City's Community Development Department. Subrecipient, shall strictly comply with the requirements of the Fair Housing Act, 42 USC Sections 3601-3619 and the implementing regulations at 24 CFR Parts 100, 106 and 109; 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 shall not engage in prohibited discrimination on the basis of age in violation of the Age Discrimination Act of 1975, 42 USC Sections 6101-6107 and the implementing regulations at 24 CFR Part 146.

Subrecipient shall 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 shall strictly comply with the requirements of Executive Order 11246 [Equal Employment Opportunity] and the implementing regulations issued under the order at 41 CFR Chapter 60. Subrecipient shall strictly comply with Section 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 shall 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 shall provide to each tenant beneficiary with a copy of the notice prepared by HUD entitled "Watch Out For Lead-based Paint Poisoning." Subrecipient 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 shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to cost incurred, as more fully described in **ATTACHMENT V -- Records to be Maintained**, on file with the City's Community Development Department. Such records shall be retained for a period of at least five years after close out of the funds; after the conclusion of any litigation, claim, negotiation, audit, or other action related to such funds; or after the expiration of the affordability period specified in 24 CFR Part 92, whichever period for retention of records is the longer. 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 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.

- a. 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 HOME funds from Subrecipient at its discretion if Subrecipient:
  - i. violates any provision of this Agreement; or
  - ii. violates any provision of the HOME Investment Partnerships Act, the Cranston-Gonzales National Affordable Housing Act and the Housing or the Community Development Act of 1992; or
  - iii. 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
  - iv. 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 thirty (30) days written notice, in the event that the Secretary of HUD shall;
    - A. withdraw funds allocated to the City under City's application for program activities which substantially prevent performance of the program in the City;
    - B. terminate the City's funding allocation pursuant to an Act of Congress; or
    - C. fail to approve a grant application filed by the City.
- b. The City may terminate this Agreement for City's convenience by giving five (5) days advance, written notice of termination. In the event of termination for City's convenience City shall pay for eligible costs incurred by Subrecipient prior to termination.

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 shall have the status of an independent contractor under this Agreement. Subrecipient 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 may use in performing its responsibilities under this Agreement.
15. Compliance with Law. Subrecipient agrees that the transaction which is the subject of this Agreement and all activities engaged in by Subrecipient in performing this Agreement shall be conducted in full and complete compliance with all federal, state and local constitutions, charters, statutes, ordinances, rules and regulations of whatever nature. Subrecipient shall 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 24 CFR Section 92.356. Subrecipient warrants that to the best of its 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. 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 HOME funds in violation of 24 CFR part 92.

17. No Waiver. Failure of City to complain of any act or omission on the part of Subrecipient, 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 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.
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 shall fully comply with all applicable provisions of the Americans with Disabilities Act of 1990 and all regulations issued in connection therewith.
22. Tenant Based Rental Assistance. Use of HOME funding, provided to Subrecipient pursuant to this Agreement, to provide tenant 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 CITY'S tenant selection policies described in ATTACHMENT VI - Tenant Beneficiary Selection Policy.
  - b. The lease between a tenant and an owner of rental housing for which HOME funded rental assistance is provided must comply with the requirements of 24 CFR § 92.253 (a) and (b)

- c. Subrecipient shall contractually require tenant beneficiaries receiving HOME funded assistance provided pursuant to this Agreement to apply and use such assistance within the boundaries of Clark County, Ohio.
- d. The term of a rental assistance contract providing assistance with HOME funds may not exceed 24 months, but may be renewed, subject to the availability of funds. The term of the rental assistance contract must begin on the first day of the term of the lease. For a rental assistance contract between Subrecipient and an owner, the term of the contract must terminate on termination of the lease. For a rental assistance contract between Subrecipient and a family, the term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease. The Subrecipient must disapprove a request for rent assistance if the rent provided for in the applicant tenant beneficiary's lease is not reasonable, being higher rent than the fair market rent as determined by HUD for purposes of administering the HOME Program.
- e. Housing occupied by a family receiving tenant-based assistance provided pursuant to this Agreement must meet the performance requirements set forth in 24 CFR Section 982.401. In addition, the housing must meet the acceptability criteria set forth in 24 CFR Section 982.401, except for such variations as are proposed by the participating jurisdiction and approved by HUD.
- f. Maximum tenant based rental assistance subsidy:
  - (i) The amount of the monthly assistance that Subrecipient may pay to, or on behalf of, a family may not exceed the difference between a rent standard for the unit size as determined by the City and 30 percent of the family's monthly adjusted income.
  - (ii) The Subrecipient shall require each tenant beneficiary to be responsible for the minimum tenant contribution to rent established by the City.
- g. Subrecipient shall conduct the Assistance Program, described above, in strict conformance with all the requirements of 24 CFR Sections 92.209 through 92.216.

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

- a. ATTACHMENT IA - Work Program
- b. ATTACHMENT II - Work Program Budget
- c. ATTACHMENT III [intentionally omitted]
- d. ATTACHMENT IV - Certification, Other Regulations, on file with the City's Community Development Department
- e. ATTACHMENT V -- Records to be Maintained, on file with the City's Community Development Department
- f. ATTACHMENT VI - Tenant Beneficiary Selection Policy.

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

APPROVED AS TO FORM  
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

\_\_\_\_\_  
Assistant Law Director

BY: \_\_\_\_\_  
Bryan Heck, City Manager

Date \_\_\_\_\_

SPRINGFIELD METROPOLITAN  
HOUSING AUTHORITY

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: *LaMonica French*

\_\_\_\_\_  
Finance Director



## **Work Program Tenant Based Rental Assistance**

Under the HOME Investment Partnership Program the Tenant Based Rental Assistance Program will provide rental assistance in an amount not to exceed HOME Fair Market Rent values for up to two years per family for (up to 9) homeless and special needs households currently being served through identified non-profit assistance programs. The SPRINGFIELD METROPOLITAN HOUSING AUTHORITY (SMHA), as permitted in the HOME Investment Partnerships Program Consolidated Final Rule 24 CFR Part 92.209, July 24, 2013, will perform program related activities for the operation of the Tenant Based Assistance program.

Housing Partners that have submitted an approved "Self Sufficiency Plan" will be considered **SUPPORTIVE SERVICE PROVIDERS** for the CITY OF SPRINGFIELD to provide initial identification of homeless and special needs families eligible for tenant based assistance, to provide assistance in selecting a suitable rental unit, and to provide ongoing case management in coordination with the SPRINGFIELD METROPOLITAN HOUSING AUTHORITY and the CITY OF SPRINGFIELD.

The City as **GRANTEE** is ultimately responsible for the administration of HOME funds.

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 Tenant Based Rental Assistance under the HOME program, including, but not limited to, the requirements of 24 CFR 92 (HOME Investment Partnerships Program), 24 CFR part 200 (uniform administrative requirements, cost principles, and audit requirements for federal awards), 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 manage **HOME** funds for Tenant Based Rental Assistance 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.
- b. All client transfers will be referred to the **GRANTEE**. The **GRANTEE** will notify the **CONTRACTOR** of any clients appropriate for transfer.
- c. **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.
- d. **SUPPORTIVE SERVICES PROVIDERS** will provide beneficiary data to **GRANTEE**.

### **CONTRACTOR Responsibilities**

- a. **CONTRACTOR** will be responsible for program related 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. **CONTRACTOR** will ensure that rents do not exceed the **Low HOME Rent Limits** as determined by HUD, which will be provided each year by the **GRANTEE** upon release of the limits by HUD.  
**Rent Reasonableness Check and Unit Certification**
- 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**
- 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**

SMHA will invoice for these services on an average prorated amount of \$92.17 per client.

### **TBA 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 and proof of payment to correct 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 re-calculation.

**GRANTEE** will approve appropriate client housing requests from **SUPPORTIVE SERVICES PROVIDERS** and forward a request for housing assistance to the **CONTRACTOR** 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 upon availability.

**ATTACHMENT II WORK PROGRAM BUDGET  
TENANT BASED RENTAL ASSISTANCE**

**SUBRECIPIENT – SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

**FUNDS FROM GRANT: HOME**

For eligible expenses as provided in the HOME Program **grant** agreement between the City of Springfield and the Department of Housing and Urban Development.

**AMOUNT OF BUDGET: \$63,000.00**

The terms of this agreement shall continue through **September 30, 2020**.

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** = performed 1x per year or with unit change
- **Income Verification/Certification and Rent Calculation** = performed 1x per year or with income change
- **Pay Landlord** = perform every month per client

SMHA will invoice for these services on an average prorated amount of **\$92.17** per client.

plan for and follow a program of tenant participation in management decisions.

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## Subpart H—Other Federal Requirements

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### §92.350 Other Federal requirements and nondiscrimination.

(a) The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the HOME program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.

(b) The nondiscrimination requirements at section 282 of the Act are applicable. These requirements are waived in connection with the use of HOME funds on lands set aside under the Hawaiian Homes Commission Act, 1920 (42 Stat. 108).

[62 FR 28930, May 28, 1997]

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### §92.351 Affirmative marketing; minority outreach program.

(a) *Affirmative marketing.* (1) Each participating jurisdiction must adopt and follow affirmative marketing procedures and requirements for rental and homebuyer projects containing five or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME-funded programs, including, but not limited to, tenant-based rental assistance and downpayment assistance programs. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. If participating jurisdiction's written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with §92.253(d)(3), the participating jurisdiction must have affirmative marketing procedures and requirements that apply in the context of the limited/preferred tenant eligibility for the project.

(2) The affirmative marketing requirements and procedures adopted must include:

(i) Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the participating jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);

(ii) Requirements and practices each subrecipient and owner must adhere to in order to carry out the participating jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);

(iii) Procedures to be used by subrecipients and owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing program or the housing without special outreach (e.g., through the use of community organizations, places of worship, employment centers, fair housing groups, or housing counselling agencies);

(iv) Records that will be kept describing actions taken by the participating jurisdiction and by subrecipients and owners to affirmatively market the program and units and records to assess the

requirements are not met.

(3) A State that distributes HOME funds to units of general local government must require each unit of general local government to adopt affirmative marketing procedures and requirements that meet the requirement in paragraphs (a) and (b) of this section.

(b) *Minority outreach.* A participating jurisdiction must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 85.36(e) of this title describes actions to be taken by a participating jurisdiction to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

[61 FR 48750, Sept. 16, 1996, as amended at 78 FR 44678, July 24, 2013]

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## §92.352 Environmental review.

(a) *General.* The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58. The applicability of the provisions of 24 CFR part 50 or part 58 is based on the HOME project (new construction, rehabilitation, acquisition) or activity (tenant-based rental assistance) as a whole, not on the type of the cost paid with HOME funds.

(b) *Responsibility for review.* (1) The jurisdiction (e.g., the participating jurisdiction or State recipient) or insular area must assume responsibility for environmental review, decisionmaking, and action for each activity that it carries out with HOME funds, in accordance with the requirements imposed on a recipient under 24 CFR part 58. No funds may be committed to a HOME activity or project before the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR part 58.

(2) A State participating jurisdiction must also assume responsibility for approval of requests for release of HOME funds submitted by State recipients.

(3) HUD will perform the environmental review, in accordance with 24 CFR part 50, for a competitively awarded application for HOME funds submitted to HUD by an entity that is not a jurisdiction.

[61 FR 48750, Sept. 16, 1996, as amended at 78 FR 44678, July 24, 2013]

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## §92.353 Displacement, relocation, and acquisition.

(a) *Minimizing displacement.* Consistent with the other goals and objectives of this part, the participating jurisdiction must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project.

provided:

(1) Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs.

(2) Appropriate advisory services, including reasonable advance written notice of:

(i) The date and approximate duration of the temporary relocation;

(ii) The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;

(iii) The terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex upon completion of the project; and

(iv) The provisions of paragraph (b)(1) of this section.

(c) *Relocation assistance for displaced persons*—(1) *General*. A displaced person (defined in paragraph (c)(2) of this section) must be provided relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and 49 CFR part 24. A "displaced person" must be advised of his or her rights under the Fair Housing Act and, if the comparable replacement dwelling used to establish the amount of the replacement housing payment to be provided to a minority person is located in an area of minority concentration, the minority person also must be given, if possible, referrals to comparable and suitable, decent, safe, and sanitary replacement dwellings not located in such areas.

(2) *Displaced Person*. (i) For purposes of paragraph (c) of this section, the term *displaced person* means a person (family individual, business, nonprofit organization, or farm, including any corporation, partnership or association) that moves from real property or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property that is made:

(A) After notice by the owner to move permanently from the property, if the move occurs on or after:

(1) The date of the submission of an application to the participating jurisdiction or HUD, if the applicant has site control and the application is later approved; or

(2) The date the jurisdiction approves the applicable site, if the applicant does not have site control at the time of the application; or

(B) Before the date described in paragraph (c)(2)(i)(A) of this section, if the jurisdiction or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project; or

(C) By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

(1) The tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe, and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions. Such reasonable terms and conditions must include a term of at least one year at a monthly rent and estimated average monthly utility costs that do not exceed the greater of:



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(f) The total tenant payment, as determined under 24 CFR 5.628, if the tenant is low-income, or 30 percent of gross household income, if the tenant is not low-income;

(2) The tenant is required to relocate temporarily, does not return to the building/complex, and either

(i) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation; or

(ii) Other conditions of the temporary relocation are not reasonable; or

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

(ii) Notwithstanding paragraph (c)(2)(i) of this section, a person does not qualify as a *displaced person* if:

(A) The person has been evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the participating jurisdiction determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance. The effective date of any termination or refusal to renew must be preceded by at least 30 days advance written notice to the tenant specifying the grounds for the action.

(B) The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, incur a rent increase), and the fact that the person would not qualify as a "displaced person" (or for any assistance under this section) as a result of the project;

(C) The person is ineligible under 49 CFR 24.2(g)(2); or

(D) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(iii) The jurisdiction may, at any time, ask HUD to determine whether a displacement is or would be covered by this rule.

(3) *Initiation of negotiations.* For purposes of determining the formula for computing replacement housing assistance to be provided under paragraph (c) of this section to a tenant displaced from a dwelling as a direct result of private-owner rehabilitation, demolition or acquisition of the real property, the term *initiation of negotiations* means the execution of the agreement covering the acquisition, rehabilitation, or demolition.

(d) *Optional relocation assistance.* The participating jurisdiction may provide relocation payments and other relocation assistance to families, individuals, businesses, nonprofit organizations, and farms displaced by a project assisted with HOME funds where the displacement is not subject to paragraph (c) of this section. The jurisdiction may also provide relocation assistance to persons covered under paragraph (c) of this section beyond that required. For any such assistance that is not required by State or local law, the jurisdiction must adopt a written policy available to the public that describes the optional relocation assistance that it has elected to furnish and provides for equal relocation assistance within each class of displaced persons.

(e) *Residential antidisplacement and relocation assistance plan.* The participating jurisdiction shall



(g) *Appeals.* A person who disagrees with the participating jurisdiction's determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the jurisdiction. A low-income person who is dissatisfied with the jurisdiction's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

[61 FR 48750, Sept. 16, 1996, as amended at 61 FR 51760, Oct. 3, 1996; 62 FR 28930, May 28, 1997; 67 FR 61766, Oct. 1, 2002; 78 FR 44678, July 24, 2013]

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#### §92.354 Labor.

(a) *General.* (1) Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).

(2) The contract for construction must contain these wage provisions if HOME funds are used for any project costs in §92.206, including construction or nonconstruction costs, of housing with 12 or more HOME-assisted units. When HOME funds are only used to assist homebuyers to acquire single-family housing, and not for any other project costs, the wage provisions apply to the construction of the housing if there is a written agreement with the owner or developer of the housing that HOME funds will be used to assist homebuyers to buy the housing and the construction contract covers 12 or more housing units to be purchased with HOME assistance. The wage provisions apply to any construction contract that includes a total of 12 or more HOME-assisted units, whether one or more than one project is covered by the construction contract. Once they are determined to be applicable, the wage provisions must be contained in the construction contract so as to cover all laborers and mechanics employed in the development of the entire project, including portions other than the assisted units. Arranging multiple construction contracts within a single project for the purpose of avoiding the wage provisions is not permitted.

(3) Participating jurisdictions, contractors, subcontractors, and other participants must comply with regulations issued under these acts and with other Federal laws and regulations pertaining to labor standards, as applicable. Participating jurisdictions shall be responsible for ensuring compliance by contractors and subcontractors with labor standards described in this section. In accordance with procedures specified by HUD, participating jurisdictions shall:

(i) Ensure that bid and contract documents contain required labor standards provisions and the appropriate Department of Labor wage determinations;

(ii) Conduct on-site inspections and employee interviews;

(iii) Collect and review certified weekly payroll reports;

(iv) Correct all labor standards violations promptly;

(v) Maintain documentation of administrative and enforcement activities; and

(vi) Require certification as to compliance with the provisions of this section before making any payment under such contracts.

(h) *Volunteers.* The prevailing wage provisions of paragraph (a) of this section do not apply to an

members of an eligible family who provide labor in exchange for acquisition of a property for homeownership or provide labor in lieu of, or as a supplement to, rent payments.

[61 FR 48750, Sept. 16, 1996, as amended at 78 FR 44678, July 24, 2013]

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#### §92.355 Lead-based paint.

Housing assisted with HOME funds is subject to 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, M and R of this title.

[64 FR 50224, Sept. 15, 1999]

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#### §92.356 Conflict of interest.

(a) *Applicability.* In the procurement of property and services by participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

(b) *Conflicts prohibited.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

(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 participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(d) *Exceptions: Threshold requirements.* Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following:

(1) 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

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

(e) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

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;

(3) 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;

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

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

(6) Any other relevant considerations.

(f) *Owners and developers.* (1) No owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability specified in §92.252(e) or §92.254(e)(4). This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

(2) *Exceptions.* Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of paragraph (f)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:

(i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, 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;

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

(iii) Whether the tenant protection requirements of §92.253 are being observed;

(iv) Whether the affirmative marketing requirements of §92.351 are being observed and followed; and

(v) Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.

[61 FR 48750, Sept. 16, 1996, as amended at 62 FR 28930, May 28, 1997; 78 FR 44679, July 24, 2013]

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## §92.357 Executive Order 12372.

(a) *General.* Executive Order 12372, as amended by Executive Order 12416 (3 CFR, 1982

funds being competitively reallocated under subpart J of this part to units of general local government.

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#### **§92.358 Consultant activities.**

No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with HOME funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute (e.g., annual HUD appropriations acts which have set the limit at the equivalent of the daily rate paid for Level IV of the Executive Schedule, see the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1997, Pub. L. 104-204 (September 26, 1996)). Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule.

[62 FR 28930, May 28, 1997]

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### **Subpart I—Technical Assistance**

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#### **§92.400 Coordinated Federal support for housing strategies.**

(a) *General.* HUD will provide assistance in accordance with Subtitle C of the Act.

(b) *Notice of funding.* HUD will publish a notice in the FEDERAL REGISTER announcing the availability of funding under this section as appropriate.

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### **Subpart J—Reallocations**

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#### **§92.450 General.**

(a) This subpart J sets out the conditions under which HUD reallocates HOME funds that have been allocated, reserved, or placed in a HOME Investment Trust Fund.

(b) A jurisdiction that is not a participating jurisdiction but is meeting the requirements of §§92.102, 92.103, and 92.104, (participation threshold, notice of intent, and submission of consolidated plan) is treated as a participating jurisdiction for purposes of receiving a reallocation under subpart J of this part.

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#### **§92.451 Reallocation of HOME funds from a jurisdiction that is not designated a participating jurisdiction or has its designation revoked.**

(a) *Failure to be designated a participating jurisdiction.* HUD will reallocate, under this section, any HOME funds allocated to or reserved for a jurisdiction that is not a participating jurisdiction if

## ATTACHMENT V – Records to be Maintained

1. Program records – to support home funds used for tenant based rental assistance for compliance with the consolidated plan and records evidencing that not less than 90 percent of the families receiving such rental assistance meet the income requirements of § 92.216.

2. Records demonstrating that each tenant based rental assistance meets the written tenant selection policies and criteria including the tenant preference requirements, the rent reasonableness requirements, the maximum subsidy provisions, HQS inspections reports, and calculation of the HOME subsidy.

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3. Records demonstrating that each lease for a tenant receiving tenant-based rental assistance and for an assisted rental housing unit complies with the tenant and participant protection of section §92.253.

4. Records concerning other federal requirements, including data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from the program.

5. Other records determined to be necessary by HUD or the city.

## **Tenant Beneficiary Selection Policy**

### **TENANT BASED ASSISTANCE**

The CITY OF SPRINGFIELD has chosen to designate a portion of its HOME funds for a TENANT BASED ASSISTANCE Program. Under the HOME Regulations, the CITY is permitted to establish local preferences. The CITY OF SPRINGFIELD has chosen a homeless and/or special needs client preference. Under the TENANT BASED ASSISTANCE Program, Tenant Beneficiaries will be selected via the following process:

- A) All families or individuals assisted through the TENANT BASED ASSISTANCE Program must be "families that occupy substandard housing (including families that are homeless or living in a shelter for homeless families)." Substandard housing is housing that does not meet the minimum Housing Quality Standards. Families or individuals must also be at or below 60% of area median income as determined by HUD HOME income limits.
- B) A SUPPORTIVE SERVICES PROVIDER selected by the CITY will identify appropriate homeless families or individuals for assistance under the TENANT BASED ASSISTANCE Program. The SUPPORTIVE SERVICES PROVIDER will verify that the family or individual is indeed special needs and/or homeless under HUD definition found in the Continuum of Care Program 24 CFR 583.5.
- C) Special Needs clients referred by the SUPPORTIVE SERVICES PROVIDERS should include individuals with specific disabilities that substantially limit one or more major life activities including but not limited to mental health, drug and alcohol abuse, developmental disabilities, physical/medical disabilities and persons who are age 65 and older.
- D) The SUPPORTIVE SERVICES PROVIDER will identify as appropriate homeless individuals for assistance, only those who:
  - a. Are motivated to live in an unassisted housing situation,
  - b. Are ready to live unassisted,
  - c. Are able to obtain utilities in their name,
  - d. Have social security numbers for family members, and
  - e. Are eligible citizens or eligible non-citizens.
- E) Individuals considered for assistance must be willing to participate in a Self-Sufficiency Program. Program design will be left to the development of the SUPPORTIVE SERVICES PROVIDER, but should at a minimum address:
  - a. Move-in Assistance and Housing Counseling; including services to help the family adjust to new surroundings and connect to community-based services and/or treatment.
  - b. Skills and Educational Training in such areas as: homemaking, housekeeping, finance, credit counseling, parenting, job skills, child

- care or other skills and goal setting as deemed necessary by the SUPPORTIVE SERVICES PROVIDER.
  - c. Assistance in meeting lease requirements, including possible mediation with tenant and landlord.
  - d. Reasons for termination of rental assistance and consequences for not participating in the Self-Sufficiency Program under the Tenant Based Assistance.
- F) Once identified by the SUPPORTIVE SERVICES PROVIDER, families or individuals assisted must meet the following "maximum subsidy limitations";
- a. The amount of the monthly assistance that the CITY may fund for a family shall not exceed the difference between the rent standard for the unit size established by the CITY and 30% of the family's monthly-adjusted income. (Not to exceed Fair Market Rents)
  - b. The CITY requires a \$50 minimum tenant contribution to rent. (May be waived by CITY.)
  - c. The CITY's rent standard for each unit size is as set forth in the Federal Register 40<sup>th</sup> Percentile Fair Market Rents for Existing Housing in the Springfield, OH MSA.

Housing occupied by families receiving tenant-based assistance must meet the performance requirements set forth in 24 CFR Section 982.401.

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 006-19

**Agenda Date:** 9/24/19

**Today's Date:** 9/17/19

**Subject:** Authorization to enter into Agreement No. 34148 with Crawford, Murphy & Tilly, Inc., for  
CLA – Yellow Springs St. Recon, PID 109491

**Submitted By:** Leo Shanayda, City Engineer

**Department:** Engineering

**Contact:** Chris Moore, Service Director

- |   |   |   |
|---|---|---|
| <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:** 19-18  
19-244

**Date of Prior**  
**Ordinance/Resolution:** 1/29/19  
9/10/19

### **Summary:**

Engineering proposals were received and reviewed by City & ODOT staff for the above referenced project. Upon conclusion of the review, it was determined that the best proposal was submitted by Crawford, Murphy & Tilly, Inc.

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

This agreement is for the Consultant to perform all professional services as authorized by the City for preparation of the Project Development Process for roadway reconstruction and ADA ramps on Yellow Springs Street.

It is the recommendation of this office that City Commission authorize the City Manager to enter into this Agreement with Crawford, Murphy & Tilly, Inc. in the amount of \$590,507.00 by emergency ordinance.

| <u>Department/Division</u> | <u>Fund Description</u> | <u>Account Number</u> | <u>Actual Cost</u> |
|----------------------------|-------------------------|-----------------------|--------------------|
| Engineering                | ODOT                    |                       | \$ 590,507.00      |

**Total Cost: \$ 590,570.00**



AN ORDINANCE NO. \_\_\_\_\_

Authorizing the City Manager to enter into Agreement No. 34148 with Crawford, Murphy & Tilly, Inc. for the CLA Yellow Springs Street Reconstruction, PID No. 109491 for an amount not to exceed \$590,570.00, and declaring an emergency.

...oooOOOooo...

WHEREAS, the City's Engineering Department has advertised for and received proposals for engineering design services for the CLA Yellow Springs Street Reconstruction, PID No. 109491; and

WHEREAS, after receiving and reviewing the proposals submitted, the City's Engineering Department has recommended an agreement with Crawford, Murphy & Tilly, Inc. for an amount not to exceed \$590,570.00; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to expedite the start of work, thereby providing for the usual daily operation of the Engineering Department, which this Commission finds creates an emergency 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 Agreement No. 34148, a copy of which is attached hereto and is hereby approved, with Crawford, Murphy & Tilly, Inc. for the CLA Yellow Springs Street Reconstruction, PID No. 109491 for an amount not to exceed \$590,570.00.

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

CITY OF SPRINGFIELD

AGREEMENT NO. 34148

This Agreement No. 34148 entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Springfield, acting by and through the City Manager, hereinafter referred to as the City, and Crawford, Murphy & Tilly, Inc., hereinafter referred to as the Consultant, with an office located at 8101 N High St, Suite 150, Columbus, Ohio 43235.

WITNESSETH:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the City for preparation of the Project Development Process for roadway reconstruction and ADA ramps in Clark County, Ohio, identified as CLA-Yellow Spr St Recon Ph 1.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice & Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Project Development Process.

Part 1: Planning thru Preliminary Engineering.

Lump sum compensation of One Hundred Seventy-Five Thousand Six Hundred Sixty Dollars (\$175,660.00).

**Part 2: Subsurface Utility Engineering.**

Lump sum compensation of Nineteen Thousand Two Hundred Seventy-Nine Dollars (\$19,279.00).

**Part 3: Retaining Wall Plans.**

Lump sum compensation of Five Thousand Twenty-Eight Dollars (\$5,028.00).

**Part 4: Geotechnical Services.**

Actual costs plus a fix fee of Fifty-Six Dollars (\$56.00) plus Unit of Work Compensation for laboratory testing and field exploration as established on the attached Laboratory Testing Rate Schedule and Field Exploration Fee Schedule dated July 29, 2019. However, the maximum prime compensation shall not exceed Thirty-One Thousand Five Hundred Thirty-Nine Dollars (\$31,539.00).

**Part 5: Environmental Engineering.**

Lump sum compensation of Three Hundred Six Thousand Six Hundred Fifty-Eight Dollars (\$306,658.00).

**Part 6: Title Reports.**

Lump sum compensation of Fourteen Thousand Dollars (\$14,000.00).

**Part 7: Final Engineering.**

Lump sum compensation of Thirty-Eight Thousand Three Hundred Forty-Three Dollars (\$38,343.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Five Hundred Ninety Thousand Five Hundred Seven Dollars (\$590,507.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

#### CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The attached Geotechnical Field Exploration Schedule and the attached Laboratory Testing Fee Schedule.
- (b) The most current Scope Definitions for Right of Way Services as published on the ODOT Website (<http://www.dot.state.oh.us/Divisions/Engineering/RealEstate/Pages/ConsultantForms.aspx>).
- (c) The attached Final Scope of Services Minutes dated August 9, 2019.
- (d) The Invoice & Project Schedule.
- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/TravelRule/default.aspx>).

#### CLAUSE V - GENERAL PROVISIONS

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

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the City Manager.

CRAWFORD, MURPHY & TILLY, INC.

By: [Signature]  
Title: Group Manager

CITY OF SPRINGFIELD

\_\_\_\_\_  
Bryan Heck  
City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Summary Project Data

|         |                   |
|---------|-------------------|
| County  | CLA               |
| Route   | Yellow Springs St |
| Section | Recon Ph 1        |

|          |            |
|----------|------------|
| SIN      | 471396     |
| FAN      | E190(553)  |
| OAKS No. | 0000156830 |

|                      |
|----------------------|
| Hyperlink to Invoice |
| Invoice 1            |
| Invoice 2            |
| Invoice 3            |
| Invoice 4            |
| Invoice 5            |
| Invoice 6            |
| Invoice 7            |
| Invoice 8            |
| Invoice 9            |
| Invoice 10           |

|                  |   |
|------------------|---|
| To:              | Leo Shanayda  |
| (Address to LPA) | City of Springfield<br>76 E. High Street<br>Springfield, Ohio 45502 |

|            |   |
|------------|---|
| Consultant | Name of Firm: Crawford, Murphy & Tilly, Inc.<br>Street Address: 8101 N High St, Suite 150<br>City, State, Zip: Columbus, OH 43235 |
|------------|---|

|                  |       |
|------------------|-------|
| Agreement Number | 34148 |
|------------------|-------|

|   |     |
|---|-----|
| Does the agreement contain task orders? | Yes |
| Is this an LPA Project?                 | No  |

<--Click on "Yes" or "No" macro button.

| Type                         | Encumbrance No. | PID    | Part | Task* | Part Description                      | Task Description* | Part Auth. | Task Auth* | Part Max Fee  | Task Max Fee* | Net Fee  | Net Fee % |
|------------------------------|-----------------|--------|------|-------|---------------------------------------|-------------------|------------|------------|---------------|---------------|----------|-----------|
| Cost Plus                    |                 | 109491 | 4    |       | Geotechnical Services                 | COST PLUS NET FEE |            |            | \$ 31,539.00  |               | \$ 56.00 |           |
| ACTUAL COST - NO LONGER USED |                 |        |      |       |                                       |                   |            |            |               |               |          |           |
| RATE OF PAY/UNIT OF WORK     |                 |        |      |       |                                       |                   |            |            |               |               |          |           |
| LUMP SUM                     |                 |        |      |       |                                       |                   |            |            |               |               |          |           |
| Lump Sum                     |                 | 109491 | 1    |       | Planning thru Preliminary Engineering |                   |            |            | \$ 175,660.00 |               |          |           |
| Lump Sum                     |                 | 109491 | 2    |       | Subsurface Utility Engineering        |                   |            |            | \$ 19,279.00  |               |          |           |
| Lump Sum                     |                 | 109491 | 3    |       | Retaining Wall Plans                  |                   |            |            | \$ 5,028.00   |               |          |           |
| Lump Sum                     |                 | 109491 | 5    |       | Environmental Engineering             |                   |            |            | \$ 306,658.00 |               |          |           |
| Lump Sum                     |                 | 109491 | 6    |       | Title Reports                         |                   |            |            | \$ 14,000.00  |               |          |           |
| Lump Sum                     |                 | 109491 | 7    |       | Final Engineering                     |                   |            |            | \$ 38,343.00  |               |          |           |



**OHIO DEPARTMENT OF TRANSPORTATION**  
**OFFICE OF GEOTECHNICAL ENGINEERING**

**PROPOSAL**  
*for the*  
**GEOTECHNICAL EXPLORATION**

**Yellow Springs Road Reconstruction**

**109491 & 109607**

**OP190576 Task 2.7.D.A Geotechnical Services and Report**

***The Mannik & Smith Group, Inc.***

Prepared By: **Greg Buhoveckey, P.E.**

Date prepared: **July 29, 2019**

**Greg Buhoveckey, P.E.**  
**The Mannik & Smith Group, Inc.**  
**1800 Indian Wood Circle**  
**Maumee, Ohio, 43537**  
**(419) 891-2222, EX 2095**  
**Gbuhoveckey@manniksmithgroup.com**





# **GEOTECHNICAL EXPLORATION PROPOSAL**

## **LABOR HOURS**

C/R/S: Yellow Springs Road Reconstruction

PID NO.: 109491 & 109607

CONSULTANT: The Mannik & Smith Group, Inc.

DATE: July 29, 2019

**HOURLY RATES**  
**Personnel Category**  
 Manager, P.E. \$65.00  
 Project Engineer, P.E. \$40.00  
 Staff Engineer \$26.00  
 CADD Technician \$25.00  
 Field Supervisor \$27.00  
 Technician \$24.00  
 Geologist \$30.00  
 Secretary \$19.00

**Salary Rate**  
 \$65.00  
 \$40.00  
 \$26.00  
 \$25.00  
 \$27.00  
 \$24.00  
 \$30.00  
 \$19.00

### **HOURS BY PERSONNEL CATEGORY**

| Task                                   | Manager  | Project Engineer | Staff Engineer | CADD Technician | Field Supervisor | Technician | Geologist | Secretary | Total Hours | Labor Costs    |
|--|----------|------------------|----------------|-----------------|------------------|------------|-----------|-----------|-------------|----------------|
| <b>RECONNAISSANCE AND PLANNING</b>     |          |                  |                |                 |                  |            |           |           |             |                |
| Office Reconnaissance                  | 0        | 0                | 3              | 0               | 2                | 0          | 0         | 0         | 5           | \$132          |
| Field Reconnaissance                   | 0        | 0                | 0              | 0               | 6                | 0          | 0         | 0         | 6           | \$162          |
| Exploration Plan                       | 0        | 0                | 0              | 0               | 0                | 0          | 0         | 0         | 0           | \$0            |
| <b>Subtotal</b>                        | <b>0</b> | <b>0</b>         | <b>3</b>       | <b>0</b>        | <b>8</b>         | <b>0</b>   | <b>0</b>  | <b>0</b>  | <b>11</b>   | <b>\$294</b>   |
| <b>FIELD COORDINATION</b>              |          |                  |                |                 |                  |            |           |           |             |                |
| Field Coordination                     | 0        | 0                | 2              | 0               | 4                | 0          | 0         | 0         | 6           | \$160          |
| Logging (if drilling is subcontracted) | 0        | 0                | 0              | 0               | 0                | 22         | 0         | 0         | 22          | \$528          |
| <b>Subtotal</b>                        | <b>0</b> | <b>0</b>         | <b>2</b>       | <b>0</b>        | <b>4</b>         | <b>22</b>  | <b>0</b>  | <b>0</b>  | <b>28</b>   | <b>\$688</b>   |
| <b>GEOTECHNICAL EXPLORATION REPORT</b> |          |                  |                |                 |                  |            |           |           |             |                |
| Subgrade and Roadway                   | 2        | 22               | 14             | 48              | 0                | 2          | 0         | 0         | 88          | \$2,622        |
| Bridge                                 | 0        | 0                | 0              | 0               | 0                | 0          | 0         | 0         | 0           | \$0            |
| Other Structures (describe)            | 0        | 0                | 0              | 0               | 0                | 0          | 0         | 0         | 0           | \$0            |
| Geohazard (describe)                   | 0        | 0                | 0              | 0               | 0                | 0          | 0         | 0         | 0           | \$0            |
| <b>Subtotal</b>                        | <b>2</b> | <b>22</b>        | <b>14</b>      | <b>48</b>       | <b>0</b>         | <b>2</b>   | <b>0</b>  | <b>0</b>  | <b>88</b>   | <b>\$2,622</b> |
| <b>LABOR TOTAL ALL PARTS</b>           | <b>2</b> | <b>22</b>        | <b>19</b>      | <b>48</b>       | <b>12</b>        | <b>24</b>  | <b>0</b>  | <b>0</b>  | <b>127</b>  | <b>\$3,604</b> |

**GEOTECHNICAL EXPLORATION PROPOSAL**
**FIELD EXPLORATION**

C/R/S : Yellow Springs Road Reconstruction

PID NO.: 109491 &amp; 109607

CONSULTANT: The Mannik &amp; Smith Group, Inc.

DATE: July 29, 2019

| Task   | Quantity | Unit    | Unit Cost  | Cost    | Task Description  |
|--|----------|---------|------------|---------|---|
| Mobilization/Demobilization                      | 1 lump   |         | \$1,400.00 | \$1,400 | Getting the necessary equipment and personnel to and from the project site. Includes crew travel time and mileage to and from the site, at the start and upon completion.   |
| Subtotal   |          |         |            | \$1,400 |   |
| Traffic Maintenance                              |          |         |            |         |   |
| Typical Application No.                          | TA-10    | days    |            | \$0     | Describe each traffic control set-up, as referenced in the Ohio Manual of Uniform Traffic Control Devices, by the Typical Application No. Includes all flaggers, law enforcement, per-diem, mileage, and equipment and personnel to set-up, maintain, and tear down traffic control zones   |
| Typical Application No.                          |          | 2 days  | \$2,800.00 | \$5,600 |   |
| Railroad Traffic Control                         |          | days    |            | \$0     |   |
| Subtotal   |          |         |            | \$5,600 |   |
| Subsurface Exploration                           |          |         |            |         |   |
| Hand Sampling                                    |          |         |            |         | Includes all necessary equipment, materials, and personnel to move equipment and crew between borings, set-up, drill, sample, supply water, perform visual descriptions of rock samples, prepare field logs, backfill borehole, and contain, preserve and transport samples. All drilling footage measured from the ground surface or the bottom of the body of water, as applicable. |
| Method Description                               |          | feet    |            | \$0     |   |
| Method Description                               |          | feet    |            | \$0     |   |
| Test Pits  |          | each    |            | \$0     | Includes all equipment and personnel to excavate, sample, log and backfill test pit   |
| Pavement/Bridge Deck Coring                      |          | 4 in.   |            |         |   |
| Core Diameter                                    |          | 0 each  | \$250.00   | \$0     |   |
| Core Diameter                                    |          | in.     |            |         | Includes all equipment, personnel, and material to core and patch pavement/bridge deck and either handle or dispose of core.  |
| Core Diameter                                    |          | each    |            | \$0     |   |
| Truck/ATV/Trailer Mounted Rotary Drilling        |          |         |            |         |   |
| Number of Drill Rig Days                         |          | 2 days  |            |         | Includes all methods of rotary drilling on land, except skid rig  |
| Total Soil Footage (ft)                          |          | 98      | 49 ft/day  |         |   |
| Total Rock Footage (ft)                          |          | 0       | 0 ft/day   |         |   |
| No Sampling                                      |          | 14 feet | \$19.00    | \$266   | Includes press, preservation, transport, and extraction, minimum 50% recovery   |
| 5-ft SPT   |          | feet    |            | \$0     |   |
| 2.5-ft SPT                                       |          | 0 feet  | \$23.00    | \$0     |   |
| Continuous SPT                                   |          | 84 feet | \$26.00    | \$2,184 | Includes press, preservation, transport, and extraction, minimum 50% recovery   |
| Undisturbed Samples                              |          | each    |            | \$0     |   |
| Rock Coring                                      |          | feet    |            | \$0     |   |
| Permanent Borehole Sealing                       |          | 98 feet | \$7.50     | \$735   | Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)  |
| Skid Drilling                                    |          |         |            |         |   |
| Number of Drill Rig Days                         |          | days    |            |         |   |
| Total Soil Footage (ft)                          |          | 0       | 0 ft/day   |         | Includes press, preservation, transport, and extraction, minimum 50% recovery   |
| Total Rock Footage (ft)                          |          | 0       | 0 ft/day   |         |   |
| No Sampling                                      |          | feet    |            | \$0     |   |
| 5-ft SPT   |          | feet    |            | \$0     | Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)  |
| 2.5-ft SPT                                       |          | feet    |            | \$0     |   |
| Continuous SPT                                   |          | feet    |            | \$0     |   |
| Undisturbed Samples                              |          | each    |            | \$0     | Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)  |
| Rock Coring                                      |          | feet    |            | \$0     |   |
| Permanent Borehole Sealing                       |          | feet    |            | \$0     |   |
| Barge Drilling                                   |          |         |            |         | Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)  |
| Number of Drill Rig Days                         |          | days    |            |         |   |
| Total Soil Footage (ft)                          |          | 0       | 0 ft/day   |         |   |
| Total Rock Footage (ft)                          |          | 0       | 0 ft/day   |         | Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)  |
| 5-ft SPT   |          | feet    |            | \$0     |   |
| 2.5-ft SPT                                       |          | feet    |            | \$0     |   |
| Continuous SPT                                   |          | feet    |            | \$0     | Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)  |
| Undisturbed Samples                              |          | each    |            | \$0     |   |
| Rock Coring                                      |          | feet    |            | \$0     |   |
| Permanent Borehole Sealing                       |          | feet    |            | \$0     | Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)  |
| Barge  |          |         |            |         |   |
| Other Exploratory Methods                        |          |         |            |         |   |
| Method Description                               |          | days    |            | \$0     | CPT, DCP, Geophysical, etc. Propose a daily rate to include all costs associated with performing the described exploratory method.  |
| Method Description                               |          | days    |            | \$0     |   |
| Method Description                               |          | days    |            | \$0     |   |
| In-situ Testing                                  |          |         |            |         | Includes all mobilization/demobilization, equipment, material, labor, travel, per diem, calibration, and data reduction   |
| Test:  |          | days    |            | \$0     |   |
| Test:  |          | days    |            | \$0     |   |
| Installation/Reading of Geotechnical Instruments |          |         |            |         | Excludes cost of drilling - present above. Includes all material and labor for installation   |
| Open Standpipe Piezometer                        |          | feet    |            | \$0     |   |
| Monitoring Well                                  |          | feet    |            | \$0     |   |
| Inclinometer                                     |          | feet    |            | \$0     | pneumatic or vibrating wire piezometers, strain gages, extensometers, TDR cable, etc.   |
| Misc (describe)                                  |          | each    |            | \$0     |   |
| Instrument Readings                              |          | trips   |            | \$0     |   |
| Subtotal   |          |         |            | \$3,185 |   |
| Direct Costs                                     |          |         |            |         |   |
| Drill Crew Meals and Lodging                     | 10       |         | \$135.00   | \$1,350 |   |
| Other (describe)                                 |          |         |            | \$0     |   |
| Subtotal   |          |         |            | \$1,350 |   |
| FIELD EXPLORATION TOTAL ALL PARTS                |          |         |            | Total   | \$11,535  |



**GEOTECHNICAL EXPLORATION PROPOSAL****DIRECT COSTS**

C/R/S : Yellow Springs Road Reconstruction

PID NO.: 109491 &amp; 109607

CONSULTANT: The Mannik &amp; Smith Group, Inc.

DATE: July 29, 2019

| Task   | Quantity | Unit | Unit Cost    | Cost              |
|--|----------|------|--------------|-------------------|
| <b>RECONNAISSANCE AND PLANNING</b>               |          |      |              |                   |
| Site Reconnaissance                              | 360      |      | \$0.52       | \$187.20          |
| (describe)                                       | 0        |      | \$0.00       | \$0.00            |
| (describe)                                       | 0        |      | \$0.00       | \$0.00            |
| Subtotal   |          |      |              | \$187.20          |
| <b>FIELD COORDINATION</b>                        |          |      |              |                   |
| <b>Field Coordination</b>                        |          |      |              |                   |
| Meals and Lodging                                | 0        | day  | \$100.00     | \$0.00            |
| Mileage  | 292      | mile | \$0.52       | \$151.84          |
| Permits  | 0        | each | \$0.00       | \$0.00            |
| Dozer and Operator (site access and restoration) | 0        | hour | \$0.00       | \$0.00            |
| Site Restoration (not including Dozer)           | 0        | site | \$0.00       | \$0.00            |
| Railroad Permits                                 | 0        | each | \$0.00       | \$0.00            |
| Survey borings/locations                         | 1        |      | \$2,750.00   | \$2,750.00        |
| Other (describe)                                 | 0        |      | \$0.00       | \$0.00            |
| Subtotal   |          |      |              | \$2,901.84        |
| <b>Logging (If drilling is subcontracted)</b>    |          |      |              |                   |
| Meals and Lodging                                | 2        | day  | \$135.00     | \$270.00          |
| Mileage  | 0        | mile | \$0.52       | \$0.00            |
| Other (describe)                                 | 0        |      | \$0.00       | \$0.00            |
| Subtotal   |          |      |              | \$270.00          |
| Subtotal   |          |      |              | \$3,171.84        |
| <b>GEOTECHNICAL EXPLORATION REPORT</b>           |          |      |              |                   |
| (describe)                                       | 0        |      | \$0.00       | \$0.00            |
| (describe)                                       | 0        |      | \$0.00       | \$0.00            |
| Subtotal   |          |      |              | \$0.00            |
| <b>DIRECT COSTS TOTAL ALL PARTS</b>              |          |      | <b>Total</b> | <b>\$3,359.04</b> |



**OHIO DEPARTMENT OF TRANSPORTATION**

**OFFICE OF GEOTECHNICAL ENGINEERING**

**PROPOSAL  
for the  
GEOTECHNICAL EXPLORATION**

**Yellow Springs Road Reconstruction**

**109491 & 109607**

**OP190576 Task 3.3.K.A Geotechnical Services and Report**

***The Mannik & Smith Group, Inc.***

**Prepared By: Greg Buhoveckey, P.E.**

**Date prepared: July 29, 2019**

**Greg Buhoveckey, P.E.  
The Mannik & Smith Group, Inc.  
1800 Indian Wood Circle  
Maumee, Ohio, 43537  
(419) 891-2222, EX 2095  
Gbuhoveckey@manniksmithgroup.com**

# GEOTECHNICAL EXPLORATION PROPOSAL

## COST SUMMARY

C/R/S : Yellow Springs Road Reconstruction  
 PID NO.: 109491 & 109607  
 CONSULTANT: The Mannik & Smith Group, Inc.  
 DATE: July 29, 2019

Overhead Percentage = 176.23%  
 ODOT Statewide Percentage for Net Fee = 152.83%  
 Net Fee Percentage = 11.00%  
 Cost of Money = 0.95%

| Task                                   | Hourly Rate    | Total Hours | Direct Labor Costs | Overhead Costs | Cost of Money | Other Direct Costs | Subcon. Costs | Net Fee      | Total Cost     | Percent of Total Cost        |
|--|----------------|-------------|--------------------|----------------|---------------|--------------------|---------------|--------------|----------------|------------------------------|
| <b>RECONNAISSANCE AND PLANNING</b>     |                |             |                    |                |               |                    |               |              |                |                              |
| Office Reconnaissance                  | \$0.00         | 0           | \$0                | \$0            | \$0           |                    |               | \$0          | \$0            |                              |
| Field Reconnaissance                   | \$0.00         | 0           | \$0                | \$0            | \$0           |                    |               | \$0          | \$0            |                              |
| Exploration Plan                       | \$0.00         | 0           | \$0                | \$0            | \$0           | \$0                | \$0           | \$0          | \$0            |                              |
| <b>Subtotal</b>                        | <b>\$0.00</b>  | <b>0</b>    | <b>\$0</b>         | <b>\$0</b>     | <b>\$0</b>    | <b>\$0</b>         | <b>\$0</b>    | <b>\$0</b>   | <b>\$0</b>     | <b>0%</b>                    |
| <b>FIELD COORDINATION</b>              |                |             |                    |                |               |                    |               |              |                |                              |
| Field Coordination                     | \$0.00         | 0           | \$0                | \$0            | \$0           |                    |               | \$0          | \$0            |                              |
| Logging (if drilling is subcontracted) | \$0.00         | 0           | \$0                | \$0            | \$0           | \$0                |               | \$0          | \$0            |                              |
| <b>Subtotal</b>                        | <b>\$0.00</b>  | <b>0</b>    | <b>\$0</b>         | <b>\$0</b>     | <b>\$0</b>    | <b>\$0</b>         |               | <b>\$0</b>   | <b>\$0</b>     |                              |
| <b>FIELD EXPLORATION</b>               | <b>\$0.00</b>  | <b>0</b>    | <b>\$0</b>         | <b>\$0</b>     | <b>\$0</b>    |                    |               | <b>\$0</b>   | <b>\$0</b>     | <b>0%</b>                    |
| <b>LABORATORY TESTING</b>              |                |             |                    |                |               |                    |               | <b>\$0</b>   | <b>\$0</b>     | <b>0%</b>                    |
| <b>GEOTECHNICAL EXPLORATION REPORT</b> |                |             |                    |                |               |                    |               |              |                |                              |
| Subgrade and Roadway                   | \$35.00        | 17          | \$595              | \$1,049        | \$6           | \$35               | \$0           | \$165        | \$1,850        |                              |
| Bridge                                 | \$0.00         | 0           | \$0                | \$0            | \$0           |                    | \$0           | \$0          | \$0            |                              |
| Other Structures (describe)            | \$0.00         | 0           | \$0                | \$0            | \$0           |                    | \$0           | \$0          | \$0            |                              |
| Geohazard (describe)                   | \$0.00         | 0           | \$0                | \$0            | \$0           |                    | \$0           | \$0          | \$0            |                              |
| <b>Subtotal</b>                        | <b>\$35.00</b> | <b>17</b>   | <b>\$595</b>       | <b>\$1,049</b> | <b>\$6</b>    | <b>\$35</b>        | <b>\$0</b>    | <b>\$165</b> | <b>\$1,850</b> | <b>100%</b>                  |
| <b>GRAND TOTAL ALL PARTS</b>           | <b>\$35.00</b> | <b>17</b>   | <b>\$595</b>       | <b>\$1,049</b> | <b>\$6</b>    | <b>\$35</b>        | <b>\$0</b>    | <b>\$165</b> | <b>\$1,850</b> | <b>Cost per foot #DIV/0!</b> |





| GEOTECHNICAL EXPLORATION PROPOSAL                |                                    |          |            | FIELD EXPLORATION |   |
|--|------------------------------------|----------|------------|-------------------|---|
| C/R/S :  | Yellow Springs Road Reconstruction |          |            |                   |   |
| PID NO. :  | 109491 & 109607                    |          |            |                   |   |
| CONSULTANT :                                     | The Mannik & Smith Group, Inc.     |          |            |                   |   |
| DATE :   | July 29, 2019                      |          |            |                   |   |
| Task   | Quantity                           | Unit     | Unit Cost  | Cost              | Task Description  |
| Mobilization/Demobilization                      | 1                                  | lump     | \$0.00     | \$0               | Getting the necessary equipment and personnel to and from the project site. Includes crew travel time and mileage to and from the site, at the start and upon completion.   |
| Subtotal   |                                    |          |            | \$0               |   |
| Traffic Maintenance                              |                                    |          |            |                   |   |
| Typical Application No.                          | TA-10                              | days     |            | \$0               | Describe each traffic control set-up, as referenced in the Ohio Manual of Uniform Traffic Control Devices, by the Typical Application No. Includes all flaggers, law enforcement, per diem, mileage, and equipment and personnel to set-up, maintain, and tear down traffic control zones   |
| Typical Application No.                          |                                    | 0 days   | \$2,800.00 | \$0               |   |
| Railroad Traffic Control                         |                                    | days     |            | \$0               |   |
| Subtotal   |                                    |          |            | \$0               |   |
| Subsurface Exploration                           |                                    |          |            |                   |   |
| Hand Sampling                                    |                                    |          |            |                   | Includes all necessary equipment, materials, and personnel to move equipment and crew between borings, set-up, drill, sample, supply water, perform visual descriptions of rock samples, prepare field logs, backfill borehole, and contain, preserve and transport samples. All drilling footage measured from the ground surface or the bottom of the body of water, as applicable. |
| Method Description                               |                                    | feet     |            | \$0               |   |
| Method Description                               |                                    | feet     |            | \$0               |   |
| Test Pits  |                                    | each     |            | \$0               | Includes all equipment and personnel to excavate, sample, log and backfill test pit   |
| Pavement/Bridge Deck Coring                      |                                    |          |            |                   | Includes all equipment, personnel, and material to core and patch pavement/bridge deck and either handle or dispose of core.  |
| Core Diameter                                    | 4 in.                              | 0 each   | \$250.00   | \$0               |   |
| Core Diameter                                    |                                    | in.      |            |                   |   |
|  |                                    | each     |            | \$0               |   |
| Truck/ATV/Trailer Mounted Rotary Drilling        |                                    |          |            |                   | Includes all methods of rotary drilling on land, except skid rig  |
| Number of Drill Rig Days                         | 0 days                             |          |            |                   |   |
| Total Soil Footage (ft)                          | 0                                  | 0 ft/day |            |                   |   |
| Total Rock Footage (ft)                          | 0                                  | 0 ft/day |            |                   |   |
| No Sampling                                      | 0 feet                             |          | \$19.00    | \$0               |   |
| 5-ft SPT   |                                    | feet     |            | \$0               |   |
| 2.5-ft SPT                                       | 0 feet                             |          | \$23.00    | \$0               |   |
| Continuous SPT                                   | 0 feet                             |          | \$28.00    | \$0               |   |
| Undisturbed Samples                              |                                    | each     |            | \$0               | Includes press, preservation, transport, and extraction, minimum 50% recovery   |
| Rock Coring                                      |                                    | feet     |            | \$0               |   |
| Permanent Borehole Sealing                       | 0 feet                             |          | \$7.50     | \$0               |   |
| Skid Drilling                                    |                                    |          |            |                   |   |
| Number of Drill Rig Days                         |                                    | days     |            |                   |   |
| Total Soil Footage (ft)                          | 0                                  | 0 ft/day |            |                   |   |
| Total Rock Footage (ft)                          | 0                                  | 0 ft/day |            |                   |   |
| No Sampling                                      |                                    | feet     |            | \$0               |   |
| 5-ft SPT   |                                    | feet     |            | \$0               |   |
| 2.5-ft SPT                                       |                                    | feet     |            | \$0               |   |
| Continuous SPT                                   |                                    | feet     |            | \$0               |   |
| Undisturbed Samples                              |                                    | each     |            | \$0               | Includes press, preservation, transport, and extraction, minimum 50% recovery   |
| Rock Coring                                      |                                    | feet     |            | \$0               |   |
| Permanent Borehole Sealing                       |                                    | feet     |            | \$0               |   |
| Barge Drilling                                   |                                    |          |            |                   |   |
| Number of Drill Rig Days                         |                                    | days     |            |                   |   |
| Total Soil Footage (ft)                          | 0                                  | 0 ft/day |            |                   |   |
| Total Rock Footage (ft)                          | 0                                  | 0 ft/day |            |                   |   |
| 5-ft SPT   |                                    | feet     |            | \$0               |   |
| 2.5-ft SPT                                       |                                    | feet     |            | \$0               |   |
| Continuous SPT                                   |                                    | feet     |            | \$0               |   |
| Undisturbed Samples                              |                                    | each     |            | \$0               |   |
| Rock Coring                                      |                                    | feet     |            | \$0               | Includes press, preservation, transport, and extraction, minimum 50% recovery   |
| Permanent Borehole Sealing                       |                                    | feet     |            | \$0               |   |
| Barge  |                                    | days     |            | \$0               | Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)  |
| Other Exploratory Methods                        |                                    |          |            |                   |   |
| Method Description                               |                                    | days     |            | \$0               | CPT, DCP, Geophysical, etc. Propose a daily rate to include all costs associated with performing the described exploratory method.  |
| Method Description                               |                                    | days     |            | \$0               |   |
| In-situ Testing                                  |                                    |          |            |                   | Includes all mobilization/demobilization, equipment, material, labor, travel, per diem, calibration, and data reduction   |
| Test:  |                                    | days     |            | \$0               |   |
| Test:  |                                    | days     |            | \$0               |   |
| Installation/Reading of Geotechnical Instruments |                                    |          |            |                   | Excludes cost of drilling - present above. Includes all material and labor for installation   |
| Open Standpipe Piezometer                        |                                    | feet     |            | \$0               |   |
| Monitoring Well                                  |                                    | feet     |            | \$0               |   |
| Inclinometer                                     |                                    | feet     |            | \$0               |   |
| Misc (describe)                                  |                                    | each     |            | \$0               | pneumatic or vibrating wire piezometers, strain gages, extensometers, TDR cable, etc.   |
| Instrument Readings                              |                                    | trips    |            | \$0               |   |
| Subtotal   |                                    |          |            | \$0               | Includes all equipment, material, labor, travel, per diem, calibration, and data reduction  |
| Direct Costs                                     |                                    |          |            |                   |   |
| Drill Crew Meals and Lodging                     | 0                                  |          | \$135.00   | \$0               |   |
| Other (describe)                                 |                                    |          |            | \$0               |   |
| Subtotal   |                                    |          |            | \$0               |   |
| FIELD EXPLORATION TOTAL ALL PARTS                |                                    |          | Total      | \$0               |   |





**GEOTECHNICAL EXPLORATION PROPOSAL****DIRECT COSTS**C/R/S : **Yellow Springs Road Reconstruction**PID NO.: **109491 & 109607**CONSULTANT: **The Mannik & Smith Group, Inc.**DATE: **July 29, 2019**

| Task   | Quantity | Unit | Unit Cost    | Cost           |
|--|----------|------|--------------|----------------|
| <b>RECONNAISSANCE AND PLANNING</b>               |          |      |              |                |
| Site Reconnaissance                              | 0        |      | \$0.52       | \$0.00         |
| (describe)                                       | 0        |      | \$0.00       | \$0.00         |
| (describe)                                       | 0        |      | \$0.00       | \$0.00         |
| <b>Subtotal</b>                                  |          |      |              | <b>\$0.00</b>  |
| <b>FIELD COORDINATION</b>                        |          |      |              |                |
| <b>Field Coordination</b>                        |          |      |              |                |
| Meals and Lodging                                | 0        | day  | \$100.00     | \$0.00         |
| Mileage  | 0        | mile | \$0.52       | \$0.00         |
| Permits  | 0        | each | \$0.00       | \$0.00         |
| Dozer and Operator (site access and restoration) | 0        | hour | \$0.00       | \$0.00         |
| Site Restoration (not including Dozer)           | 0        | site | \$0.00       | \$0.00         |
| Railroad Permits                                 | 0        | each | \$0.00       | \$0.00         |
| Surveys borings/locations                        | 0        |      | \$2,750.00   | \$0.00         |
| Other (describe)                                 | 0        |      | \$0.00       | \$0.00         |
| <b>Subtotal</b>                                  |          |      |              | <b>\$0.00</b>  |
| <b>Logging (If drilling is subcontracted)</b>    |          |      |              |                |
| Meals and Lodging                                | 0        | day  | \$135.00     | \$0.00         |
| Mileage  | 0        | mile | \$0.52       | \$0.00         |
| Other (describe)                                 | 0        |      | \$0.00       | \$0.00         |
| <b>Subtotal</b>                                  |          |      |              | <b>\$0.00</b>  |
| <b>Subtotal</b>                                  |          |      |              | <b>\$0.00</b>  |
| <b>GEOTECHNICAL EXPLORATION REPORT</b>           |          |      |              |                |
| Final Prints                                     | 1        |      | \$35.00      | \$35.00        |
| (describe)                                       | 0        |      | \$0.00       | \$0.00         |
| <b>Subtotal</b>                                  |          |      |              | <b>\$35.00</b> |
| <b>DIRECT COSTS TOTAL ALL PARTS</b>              |          |      | <b>Total</b> | <b>\$35.00</b> |





August 15, 2019

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

Re: CLA-Yellow Springs Street, PID 109491  
Revised

Dear Mr. Shanayda:

We are pleased to submit the attached cost proposal for the CLA-Yellow Springs Street improvement project based upon our scope of services meeting with the city on June 6, 2019 and comments received by the city on August 9, 2019.

Please call once you have a chance to review the proposal. We are looking forward to beginning this project.

Please contact me at (937) 701-6577 or via email at [sringle@cmtengr.com](mailto:sringle@cmtengr.com) if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Shelby R. Ingle".

TILLY, INC.

Shelby R. Ingle, P.E.  
Project Manager

c: Roger Driskell, CMT  
Scott Knebel, CMT  
CMT-file











|   |  |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|--|
| <b>2.5 AER Submittal and Other Studies</b>                    |  |  |  |  |  |  |  |  |  |
| 2.5.A - Prepare Alternative Evaluation Report                 |  |  |  |  |  |  |  |  |  |
| 2.5.B - Not Used  |  |  |  |  |  |  |  |  |  |
| 2.5.C - Prepare Access Point Request (IMS/IJS or IOS)         |  |  |  |  |  |  |  |  |  |
| 2.5.D - Structures  |  |  |  |  |  |  |  |  |  |
| 2.5.D.A - Bridge Structure Type Study (break out each bridge) |  |  |  |  |  |  |  |  |  |
| 2.5.D.B - Perform Bridge Hydrology Analysis                   |  |  |  |  |  |  |  |  |  |
| 2.5.D.C - Perform bridge hydraulic study and scour analysis   |  |  |  |  |  |  |  |  |  |
| 2.5.E - Retaining wall justification                          |  |  |  |  |  |  |  |  |  |
| <b>TOTAL 2.5 - AER Submittal and Other Studies</b>            |  |  |  |  |  |  |  |  |  |
| <b>2.6 Public Involvement/Coordination</b>                    |  |  |  |  |  |  |  |  |  |
| 2.6.A - Public Involvement / Coordination                     |  |  |  |  |  |  |  |  |  |
| <b>TOTAL 2.6 - Public Involvement/Coordination</b>            |  |  |  |  |  |  |  |  |  |
| <b>2.7 Stage 1 Design</b>                                     |  |  |  |  |  |  |  |  |  |
| 2.7.A - Roadway   |  |  |  |  |  |  |  |  |  |
| 2.7.A.A - Title Sheet   |  |  |  |  |  |  |  |  |  |
| 2.7.A.B - General Notes                                       |  |  |  |  |  |  |  |  |  |
| 2.7.A.C - Schematic Plan                                      |  |  |  |  |  |  |  |  |  |
| 2.7.A.D - Typical Sections                                    |  |  |  |  |  |  |  |  |  |
| 2.7.A.E - Cross Sections                                      |  |  |  |  |  |  |  |  |  |
| 2.7.A.F - Plan and Profile - Mainline                         |  |  |  |  |  |  |  |  |  |
| 2.7.A.G - Plan and Profile - Crossroads                       |  |  |  |  |  |  |  |  |  |
| 2.7.A.H - Plan and Profile - Ramps                            |  |  |  |  |  |  |  |  |  |
| 2.7.A.I - Superlevation Table                                 |  |  |  |  |  |  |  |  |  |
| 2.7.A.J - Intersection Details                                |  |  |  |  |  |  |  |  |  |
| 2.7.A.K - Update Interchange Geometrics & Details             |  |  |  |  |  |  |  |  |  |
| 2.7.A.L - Driveway Details                                    |  |  |  |  |  |  |  |  |  |
| 2.7.A.M - Design Exception Request                            |  |  |  |  |  |  |  |  |  |
| 2.7.A.N - Traffic Control                                     |  |  |  |  |  |  |  |  |  |
| 2.7.A.O - Limited Access Fencing Plan                         |  |  |  |  |  |  |  |  |  |
| 2.7.A.P - ITS Traffic Surveillance                            |  |  |  |  |  |  |  |  |  |
| 2.7.B - Drainage  |  |  |  |  |  |  |  |  |  |
| 2.7.B.A - Storm Sewer Profiles                                |  |  |  |  |  |  |  |  |  |
| 2.7.B.B - Culvert Detail Sheet                                |  |  |  |  |  |  |  |  |  |
| 2.7.B.C - Channel Relocation Details & Section Sheets         |  |  |  |  |  |  |  |  |  |
| 2.7.B.D - Drainage Calculations                               |  |  |  |  |  |  |  |  |  |
| 2.7.B.E - BMP Design  |  |  |  |  |  |  |  |  |  |
| 2.7.C - Utilities   |  |  |  |  |  |  |  |  |  |
| 2.7.C.A - Utility Coordination and Documentation              |  |  |  |  |  |  |  |  |  |
| 2.7.C.B - Description of proposed water and/or sewer work     |  |  |  |  |  |  |  |  |  |
| 2.7.C.C - Subsurface Utility Engineering (SUE)                |  |  |  |  |  |  |  |  |  |
| 2.7.C.D - Add Utilities to Plan/Profile Sheets                |  |  |  |  |  |  |  |  |  |
| 2.7.D - Geotechnical Services                                 |  |  |  |  |  |  |  |  |  |
| 2.7.D.A - Geotechnical Services and Report                    |  |  |  |  |  |  |  |  |  |
| 2.7.E - Retaining Wall Plans                                  |  |  |  |  |  |  |  |  |  |
| 2.7.F - Structures - Design Report                            |  |  |  |  |  |  |  |  |  |
| 2.7.F.A - Bridge Design Report                                |  |  |  |  |  |  |  |  |  |
| 2.7.F.B - Final Structure Site Plan                           |  |  |  |  |  |  |  |  |  |



|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
| <b>2.7 F C - Supplemental Site Plan for Railroad Crossing</b>      |  |  |  |  |  |  |  |  |  |
| 2.7 G - Miscellaneous  |  |  |  |  |  |  |  |  |  |
| 2.7 G A - Perform Airway/Highway clearance analysis                |  |  |  |  |  |  |  |  |  |
| 2.7 G B - Service Road Justification                               |  |  |  |  |  |  |  |  |  |
| 2.7 G C - Finalize Pavement Build up and subsurface drainage       |  |  |  |  |  |  |  |  |  |
| 2.7 G D - Prepare Pedestrian Overpass Justification                |  |  |  |  |  |  |  |  |  |
| 2.7 G E - RR Coordination  |  |  |  |  |  |  |  |  |  |
| 2.7 G F - ITS - Systems Engineering Analysis                       |  |  |  |  |  |  |  |  |  |
| 2.7 H - Prepare (B2) Cost Estimates and Update Milestones          |  |  |  |  |  |  |  |  |  |
| 2.7 H A - Roadway/Interchange Costs                                |  |  |  |  |  |  |  |  |  |
| 2.7 H B - Right of Way   |  |  |  |  |  |  |  |  |  |
| 2.7 H C - Utility Costs  |  |  |  |  |  |  |  |  |  |
| 2.7 I - Lighting Plans   |  |  |  |  |  |  |  |  |  |
| 2.7 J - Maintenance of Traffic                                     |  |  |  |  |  |  |  |  |  |
| 2.7 J A - Detour Plan  |  |  |  |  |  |  |  |  |  |
| 2.7 J B - Pedestrian/Bike Lane Detour                              |  |  |  |  |  |  |  |  |  |
| 2.7 J C - Conceptual MOT Revision                                  |  |  |  |  |  |  |  |  |  |
| 2.7 J D - MOT Coordination Discussions                             |  |  |  |  |  |  |  |  |  |
| 2.7 K - Signal Plans   |  |  |  |  |  |  |  |  |  |
| <b>TOTAL - 2.7 - Stage 1 Design</b>                                |  |  |  |  |  |  |  |  |  |
| <b>2.8 - Project Management for Preliminary Engineering Phase</b>  |  |  |  |  |  |  |  |  |  |
| 2.8 A - Meetings   |  |  |  |  |  |  |  |  |  |
| 2.8 B - General Oversight  |  |  |  |  |  |  |  |  |  |
| 2.8 C - Project Set Up   |  |  |  |  |  |  |  |  |  |
| 2.8 D - Non Routine (Soft) Items                                   |  |  |  |  |  |  |  |  |  |
| <b>TOTAL 2.8 - Project Management for</b>                          |  |  |  |  |  |  |  |  |  |
| <b>2.9 - Limited Review</b>  |  |  |  |  |  |  |  |  |  |
| 2.9 A - QA/QC for Limited Review                                   |  |  |  |  |  |  |  |  |  |
| <b>TOTAL 2.9 - Limited Review</b>                                  |  |  |  |  |  |  |  |  |  |
| <b>Total - 2 Preliminary Engineering Phase</b>                     |  |  |  |  |  |  |  |  |  |
| <b>3 - Environmental Engineering Phase</b>                         |  |  |  |  |  |  |  |  |  |
| <b>3.1 - Environmental Field Studies and Refined Impacts</b>       |  |  |  |  |  |  |  |  |  |
| 3.1 A - Phase I Cultural Archaeological                            |  |  |  |  |  |  |  |  |  |
| 3.1 B - Phase II Cultural Resource History/Architecture Survey     |  |  |  |  |  |  |  |  |  |
| 3.1 C - Section 4 (f) Determination                                |  |  |  |  |  |  |  |  |  |
| 3.1 D - RMR Assessment   |  |  |  |  |  |  |  |  |  |
| 3.1 E - Farmland Studies   |  |  |  |  |  |  |  |  |  |
| 3.1 F - Secondary and Cumulative Review                            |  |  |  |  |  |  |  |  |  |
| 3.1 G - Address NEPA Specific Environmental Justice Issues         |  |  |  |  |  |  |  |  |  |
| 3.1 H - Relocation Assistance Program Conceptual Survey            |  |  |  |  |  |  |  |  |  |
| 3.1 I - Biological Assessment for Federally Listed Species         |  |  |  |  |  |  |  |  |  |
| 3.1 J Not Used   |  |  |  |  |  |  |  |  |  |
| 3.1 K - Determine Right of Way Encroachments                       |  |  |  |  |  |  |  |  |  |
| 3.1 L - Determine Potential Right of Way from Railway              |  |  |  |  |  |  |  |  |  |
| 3.1 M - Permit Determination and Waterway Permit                   |  |  |  |  |  |  |  |  |  |
| 3.1 N - Stream and Wetland Opportunities Inventory Report          |  |  |  |  |  |  |  |  |  |
| 3.1 O - RMR Investigation  |  |  |  |  |  |  |  |  |  |
| 3.1 P - Air Quality Analysis                                       |  |  |  |  |  |  |  |  |  |
| 3.1 Q - Mussel Survey  |  |  |  |  |  |  |  |  |  |
| 3.1 R - FIS Analysis, Revisions, and Coordination                  |  |  |  |  |  |  |  |  |  |
| <b>TOTAL 3.1 - Environmental Field Studies and Refined Impacts</b> |  |  |  |  |  |  |  |  |  |
| <b>3.2 - Stage 3 Value Engineering</b>                             |  |  |  |  |  |  |  |  |  |







|   |  |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|--|
| 3.7.D - Mitigation Plan for Other Features                                    |  |  |  |  |  |  |  |  |  |
| TOTAL 3.7 - Final Mitigation Plans Coordination                               |  |  |  |  |  |  |  |  |  |
| 3.8 - Prepare Cost Estimates and Revise Milestone                             |  |  |  |  |  |  |  |  |  |
| 3.8.A - Roadway/Interchange Costs   |  |  |  |  |  |  |  |  | Stage 2 cost estimate will be provided |
| 3.8.B - Structures Costs  |  |  |  |  |  |  |  |  |  |
| 3.8.C - Utility Costs   |  |  |  |  |  |  |  |  |  |
| TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone                       |  |  |  |  |  |  |  |  |  |
| 3.9 - Project Management for Environmental Engineering Phase                  |  |  |  |  |  |  |  |  |  |
| 3.9.A - Meetings  |  |  |  |  |  |  |  |  | Stage 2 design meeting with city       |
| 3.9.B - General Oversight   |  |  |  |  |  |  |  |  | PM coordination                        |
| 3.9.C - Project Set Up  |  |  |  |  |  |  |  |  |  |
| 3.9.D - Non Routine (Soft) Items  |  |  |  |  |  |  |  |  |  |
| TOTAL 3.9 - Project Management for  |  |  |  |  |  |  |  |  |  |
| 3.10 - Limited Review   |  |  |  |  |  |  |  |  |  |
| 3.10.A - QA/QC for Limited Review   |  |  |  |  |  |  |  |  |  |
| TOTAL 3.10 - Limited Review   |  |  |  |  |  |  |  |  |  |
| Total - 3 Environmental Engineering Phase                                     |  |  |  |  |  |  |  |  |  |
| 4 - Final Engineering and RW Phase  |  |  |  |  |  |  |  |  |  |
| 4.1 - Right of Way Acquisition  |  |  |  |  |  |  |  |  |  |
| 4.1.A - Right of Way Acquisition  |  |  |  |  |  |  |  |  | City of provide r/w acquisition        |
| TOTAL 4.1 - Right of Way Acquisition  |  |  |  |  |  |  |  |  |  |
| 4.2 - Stage 3 Detailed Design Plans   |  |  |  |  |  |  |  |  |  |
| 4.2.A - Quantities and Notes  |  |  |  |  |  |  |  |  |  |
| 4.2.A.A - Pavement Subsummary   |  |  |  |  |  |  |  |  |  |
| 4.2.A.B - Drainage Subsummary   |  |  |  |  |  |  |  |  |  |
| 4.2.A.C - Roadway Subsummary  |  |  |  |  |  |  |  |  |  |
| 4.2.A.D - Not used  |  |  |  |  |  |  |  |  |  |
| 4.2.A.E - Maintenance of Traffic Subsummary                                   |  |  |  |  |  |  |  |  |  |
| 4.2.A.F - Pavement Marking Subsummary   |  |  |  |  |  |  |  |  |  |
| 4.2.A.G - Signing Subsummary  |  |  |  |  |  |  |  |  |  |
| 4.2.A.H - Signal Subsummary   |  |  |  |  |  |  |  |  |  |
| 4.2.A.I - Noise Wall Subsummary   |  |  |  |  |  |  |  |  |  |
| 4.2.A.J - Retaining Wall Subsummary   |  |  |  |  |  |  |  |  |  |
| 4.2.A.K - Lighting Subsummary   |  |  |  |  |  |  |  |  |  |
| 4.2.A.L - Landscape Subsummary  |  |  |  |  |  |  |  |  |  |
| 4.2.A.M - General Summary Sheet   |  |  |  |  |  |  |  |  |  |
| 4.2.A.N - Bridge Estimated Quantities Sheet                                   |  |  |  |  |  |  |  |  |  |
| 4.2.A.O - Reinforcing Steel Schedule  |  |  |  |  |  |  |  |  |  |
| 4.2.A.P - General Notes   |  |  |  |  |  |  |  |  |  |
| 4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet) |  |  |  |  |  |  |  |  |  |
| 4.2.A.R - Lighting Notes  |  |  |  |  |  |  |  |  |  |
| 4.2.A.S - Bridge General Notes  |  |  |  |  |  |  |  |  |  |
| 4.2.A.T - Fencing Plan Subsummary   |  |  |  |  |  |  |  |  |  |
| 4.2.B - Traffic Signal Plans & ITS Plans                                      |  |  |  |  |  |  |  |  |  |
| 4.2.B.A - Wiring diagram & pole orientation                                   |  |  |  |  |  |  |  |  |  |
| 4.2.B.B - Timing Chart  |  |  |  |  |  |  |  |  |  |
| 4.2.B.C - Elevation Views of Mast Arm Poles                                   |  |  |  |  |  |  |  |  |  |
| 4.2.B.D - Traffic Signal Signs  |  |  |  |  |  |  |  |  |  |
| 4.2.B.E - ITS (Traffic Surveillance)  |  |  |  |  |  |  |  |  |  |
| 4.2.B - Signing Plans   |  |  |  |  |  |  |  |  |  |
| 4.2.C.A - Signing Plans   |  |  |  |  |  |  |  |  |  |

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 044-19

**Agenda Date:** 9/24/19

**Today's Date:** 9/19/19

**Subject:** Change Order No. 1 with Sterling Quality Concrete, LLC, for the 2019 Sidewalk, Curb and Gutter Project

**Submitted By:** Leo Shanayda, City Engineer

**Department:** Engineering

**Contact:** Chris Moore, Service Director

- |   |   |   |
|---|---|---|
| <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:** 6039  
19-96  
6049  
6050  
6054

**Date of Prior  
Ordinance/Resolution:** 2/26/19  
3/26/19  
4/23/19  
5/7/19  
6/18/19

### **Summary:**

Work continues on the above referenced project. Additional work was added for work at Sunset Avenue and Selma Road, as well as at 735 W. Pleasant Street. In order to compensate the contractor for these additional quantities, a change order must be authorized by City Commission.

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

It is the recommendation of this office that the City Commission authorize the City Manager to confirm and approve change order No. 1 with Sterling Quality Concrete, LLC, in the amount of \$26,136.18 by emergency ordinance at their September 24<sup>th</sup> meeting.

| <u>Department/Division</u> | <u>Fund Description</u>  | <u>Account Number</u> | <u>Actual Cost</u> |
|----------------------------|--------------------------|-----------------------|--------------------|
| Engineering                | 401 Fund (2019 S, C & G) | 140012-6070 (613)     | \$ 8,636.18        |
| Engineering                |                          | 920926-6050           | \$17,500.00        |

**Total Cost:   \$ 26,136.18**

AN ORDINANCE NO. \_\_\_\_\_

Confirming and approving Change Order No. 1 to the contract between the City and Sterling Quality Concrete, LLC for the 2019 Sidewalk, Curb and Gutter Program, to increase the contract in an amount not to exceed \$26,136.18, for a total amount not to exceed \$364,506.18; authorizing the City Manager to execute said Change Order No. 1; and declaring an emergency.

...oooOOOooo...

WHEREAS, it is necessary that this Ordinance become effective immediately in order to compensate Sterling Quality Concrete, LLC for work previously completed, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

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

Section 1. That this Commission hereby confirms and approves Change Order No. 1 to the contract between the City and Sterling Quality Concrete, LLC for the 2019 Sidewalk, Curb and Gutter Program, to increase the contract in an amount not to exceed \$26,136.18, for a total amount not to exceed \$364,506.18.

Section 2. That the City Manager is hereby directed and authorized to endorse upon Change Order No. 1, a copy of which is attached, his approval on behalf of the City.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

\_\_\_\_\_  
PRESIDENT OF THE CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE CITY COMMISSION

# CONTRACT CHANGE ORDER

NUMBER   1  

DATE September 19, 2019

TYPE OF PROJECT: 2019 Sidewalk, Curb & Gutter Program

CONTRACTOR: Sterling Quality Concrete, LLC, 1990 E. Pleasant St., Springfield, OH 45503

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

| ITEM NO.       | DESCRIPTION OF CHANGE   | Contract Cost |             |
|----------------|---|---------------|-------------|
|                |   | DECREASE      | INCREASE    |
| 202            | Walks, Drives & Alleys Removed<br>613 SF @ \$2.50                       |               | \$1,532.50  |
| 202            | Curb and Gutter Removed<br>407.2 LF @ \$6.50                            |               | \$2,646.80  |
| 608            | 4" Concrete Walk<br>2,497.82 SF @ \$4.00                                |               | \$9,991.28  |
| 608            | 8" Concrete Drives and Alley Intersections<br>400 SF @ \$6.50           |               | \$2,600.00  |
| 609            | Combination Curb and Gutter, Type B & C, Straight<br>407.2 LF @ \$23.00 |               | \$9,365.60  |
| TOTAL INCREASE |   |               | \$26,136.18 |
| TOTAL DECREASE |   | \$0.00        |             |

The sum of \$26,136.18 is hereby added to, ~~deducted from~~ the total. Therefore, the adjusted contract price to date is \$364,506.18.

The time provided for completion in the contract is unchanged. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

ACCEPTED BY: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

RECOMMENDED BY: \_\_\_\_\_  
Engineer

\_\_\_\_\_  
Date

APPROVED BY: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

# Request for Commission Action City of Springfield, Ohio

Item Number: 217-19

Agenda Date: 9/24/2019

Today's Date: 09/18/2019

Subject: Amend Ord 19-241 for Purchase of Tasers and Equipment for the Springfield Police Division

Submitted By: Lee E. Graf, Chief of Police

Department: Police

Contact: 937-324-7720

- |   |   |   |
|---|---|---|
| <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:**

It is respectfully requested that the City Commission amend Ordinance No. 19-241 which authorized the Director of Finance to purchase Tasers and Taser Equipment for the Springfield Police Division from Vance's Law Enforcement 3723 Cleveland Ave., Columbus, OH 43224 through The State of Ohio Department of Administrative Services (ODAS) Contract #RS900313. An incorrect number of taser warranties was provided for in the original authorization, thereby requiring an increase in the purchase amount from \$55,508.64 to \$57,554.16.

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

Emergency legislation is requested in order to secure pricing of the quote that we received dated for September 17, 2019. The quote is only valid for (30) days. I am requesting approval for an Emergency Ordinance for the September 24<sup>th</sup>, 2019 agenda to permit the purchase prior to the October 17, 2019 expiration of the pricing quote.

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

**Total Cost:**



AN ORDINANCE NO. \_\_\_\_\_

Amending Ordinance No. 19-241 to revise the purchase amount for a 28 Tasers and Taser Equipment from Vance's Law Enforcement to \$57,554.16; and declaring an emergency.

...oooOOOooo...

WHEREAS, in Ordinance No. 19-241, the City Commission authorized the Director of Finance to purchase 28 Tasers and Taser Equipment from Vance's Law Enforcement, for an amount not to exceed \$55,508.64 and now wishes to revise said amount to \$57,554.16; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to secure pricing, thereby providing for the usual daily operation of the City's Police Division, 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. 19-241 is hereby amended to read as follows:

Section 1. That the Director of Finance is hereby authorized to purchase 28 Tasers and Taser Equipment from Vance's Law Enforcement, 3723 Cleveland Avenue, Columbus, OH 43224, for an amount not to exceed \$57,554.16, through the Ohio Department of Administrative Services, pursuant to Ohio's Cooperative Purchasing Act in accordance with the provisions of Section 125.04 of the Ohio Revised Code.

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

LIQUOR PERMIT REQUEST REVIEW FORM

219-19

DATE: September 10, 2019

APPLICANT'S NAME: El Speedy Gonzalez LLC

ADDRESS OF PERMIT PREMISE: 1661 W 1<sup>st</sup> Street  
Springfield OH 45504

RETURN REPORT BY: September 18, 2019 - NOON

FROM: CITY MANAGER'S OFFICE

TO: POLICE CHIEF RECEIVED \_\_\_\_\_

FIRE CHIEF RECEIVED \_\_\_\_\_

COMMUNITY DEVELOPMENT DIRECTOR RECEIVED \_\_\_\_\_

RECOMMENDATIONS: NO OBJECTION OBJECTION W/REASONS

POLICE:

Investigations Captain Tony Zawada

Police Chief CVF [Signature] GRF

FIRE: Objection can be addressed through building permit or COO\*\* processes ☐

Fire Marshal \_\_\_\_\_

Fire Chief \_\_\_\_\_

COMMUNITY DEVELOPMENT:

Objection can be addressed through building permit or COO\*\* processes ☐

Zoning\* \_\_\_\_\_

Building \_\_\_\_\_

Code Enforcement \_\_\_\_\_

Community Development Director \_\_\_\_\_

\*Map Attached

\*\*Certificate of Occupancy

(ATTACH BACK-UP MATERIAL IF NEEDED)

Rev. 08-06-13

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2380 FAX(614)644-3186

TO

|                |     |      |                        |
|----------------|-----|------|------------------------|
| 24957050002    |     | TRFL | EL SPEEDY GONZALEZ LLC |
| PERMIT NUMBER  |     | TYPE | 1661 W 1ST ST          |
| 06             | 01  | 2018 | SPRINGFIELD OH 45504   |
| ISSUE DATE     |     |      |                        |
| 08             | 29  | 2019 |                        |
| FILING DATE    |     |      |                        |
| D5             |     |      |                        |
| PERMIT CLASSES |     |      |                        |
| 12             | 099 | A    | F22954                 |
| TAX DISTRICT   |     |      | RECEIPT NO.            |

FROM 09/03/2019

|                |     |      |                        |
|----------------|-----|------|------------------------|
| 2495705        |     |      | EL SPEEDY GONZALES LLC |
| PERMIT NUMBER  |     | TYPE | 1100 UPPER VALLEY PIKE |
| 06             | 01  | 2018 | SPRINGFIELD OH 45504   |
| ISSUE DATE     |     |      |                        |
| 08             | 29  | 2019 |                        |
| FILING DATE    |     |      |                        |
| D5             |     |      |                        |
| PERMIT CLASSES |     |      |                        |
| 12             | 099 |      |                        |
| TAX DISTRICT   |     |      | RECEIPT NO.            |



MAILED 09/03/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/04/2019

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **A TRFL 2495705-0002**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SPRINGFIELD CITY COUNCIL  
76 E. HIGH ST  
SPRINGFIELD OHIO 45502

## Commerce Division of Liquor Control : Web Database Search

**OWNERSHIP DISCLOSURE INFORMATION**

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

**Searching Instructions**

Enter the known information and click the "Search" button. For best results, search only ONE criteria at a time. If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

**SEARCH CRITERIA****Permit Number**

24957050002

**Permit Name / DBA****Member / Officer Name****Search****Reset****Main Menu**

| Member/Officer Name  | Shares/Interest | Office Held |
|--|-----------------|-------------|
| <b>Permit Number:</b> 24957050002; <b>Name:</b> EL SPEEDY GONZALEZ LLC; <b>DBA:</b> ; <b>Address:</b> 1661 W 1ST ST<br>SPRINGFIELD 45504 |                 |             |
| MA GUADALUPE ANGEL DE AYALA  | MANAGE MEM      | CEO         |

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)

# Memo

**To:** Investigative File  
**From:** The Office of Captain Zawada  
**CC:** Lt. Tuner and Sgt. Via  
**Date:** 09-18-2019  
**Re:** Liquor Permit transfer from El Speedy Gonzales Inc. located at 1100 Upper Valley Pike, to El Speedy Gonzalez LLC, to be located at 1661 W 1<sup>st</sup> Street., Springfield, Ohio.

---

I would like to offer the following information for the Liquor Permit for El Speedy Gonzales Inc. located at 1661 W. First St. Springfield, OH, 45504. The reasoning for the liquor permit request is a transfer in location only.

The permit for El Speedy Gonzalez Inc. is a class D5 with a permit number 24957050001. The A D5 liquor permit is defined as a Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am.

On September 18, 2019, I spoke with the Manager, Alfonso Colin. Mr. Colin stated the reasoning for the new permit is a transfer of location only. Mr. Colin stated he has 6 employees that will be serving the alcoholic beverages. Mr. Colin stated he personally trains the employees on the selling/handling of the beverages. He stated the store's policy is to I.D. anyone requesting to purchase alcohol. Mr. Colin stated the business will be open from 1100 hours to 2200 hours and will be selling alcohol during that time period.

Mr. Colin can be reached at 740-244-3885 should there be any need to contact him.

In checking previous calls, at 1100 Upper Valley Pike there was no incidents in the past 12 months. I was unable to locate Mr. Alfonso Colin in our records.

Respectfully Submitted,

Detective Justin Allender

# LIQUOR PERMIT REQUEST REVIEW FORM

DATE: September 10, 2019

APPLICANT'S NAME: El Speedy Gonzalez LLC

ADDRESS OF PERMIT PREMISE: 1661 W 1<sup>st</sup> Street  
Springfield OH 45504

RETURN REPORT BY: September 18, 2019 - NOON

FROM: CITY MANAGER'S OFFICE

TO: POLICE CHIEF

RECEIVED \_\_\_\_\_

FIRE CHIEF

RECEIVED 9/10/19 Ra

COMMUNITY DEVELOPMENT DIRECTOR

RECEIVED \_\_\_\_\_

## RECOMMENDATIONS:

NO OBJECTION

OBJECTION W/REASONS

### POLICE:

Investigations

\_\_\_\_\_

\_\_\_\_\_

Police Chief

\_\_\_\_\_

\_\_\_\_\_

### FIRE:

Objection can be addressed through building permit or COO\*\* processes ☒

Fire Marshal

9/12/19 Lt. DWS

\_\_\_\_\_

Fire Chief

Brian M. 9-12-19

\_\_\_\_\_

### COMMUNITY DEVELOPMENT:

Objection can be addressed through building permit or COO\*\* processes ☐

Zoning\*

\_\_\_\_\_

\_\_\_\_\_

Building

\_\_\_\_\_

\_\_\_\_\_

Code Enforcement

\_\_\_\_\_

\_\_\_\_\_

Community Development Director

\_\_\_\_\_

\_\_\_\_\_

\*Map Attached

\*\*Certificate of Occupancy

(ATTACH BACK-UP MATERIAL IF NEEDED)

Rev. 08-06-13

# LIQUOR PERMIT REQUEST REVIEW FORM

DATE: September 10, 2019  
APPLICANT'S NAME: El Speedy Gonzalez LLC  
ADDRESS OF PERMIT PREMISE: 1661 W 1<sup>st</sup> Street  
Springfield OH 45504  
RETURN REPORT BY: September 18, 2019 - NOON

FROM: CITY MANAGER'S OFFICE

TO: POLICE CHIEF

RECEIVED \_\_\_\_\_

FIRE CHIEF

RECEIVED \_\_\_\_\_

COMMUNITY DEVELOPMENT DIRECTOR

RECEIVED \_\_\_\_\_

RECOMMENDATIONS:

NO OBJECTION

OBJECTION W/REASONS

POLICE:

Investigations

\_\_\_\_\_

\_\_\_\_\_

Police Chief

\_\_\_\_\_

\_\_\_\_\_

FIRE:

Objection can be addressed through building permit or COO\*\* processes ☐

Fire Marshal

\_\_\_\_\_

\_\_\_\_\_

Fire Chief

\_\_\_\_\_

\_\_\_\_\_

COMMUNITY DEVELOPMENT:

Objection can be addressed through building permit or COO\*\* processes ☒

Zoning\*

\_\_\_\_\_

\_\_\_\_\_

Building

\_\_\_\_\_

\_\_\_\_\_

Code Enforcement

\_\_\_\_\_

\_\_\_\_\_

Community Development Director

*Shannon Meadows*

\*Map Attached

\*\*Certificate of Occupancy

(ATTACH BACK-UP MATERIAL IF NEEDED)

Rev. 08-06-13





1661 W First St. - Zoned CC-2A, Shopping Center District



