

# **CITY COMMISSION AGENDA**

## **November 26, 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, November 26, 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 December 10, 2019:

**256-19** To amend Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, for the purpose of reorganizing the Engineering Department as a function of the Service Department by repealing and replacing certain chapters and sections.

**257-19** Authorizing the City Manager, Law Director, and Finance Director to do all things necessary to settle a claim with Edwin Cogar & Dianne Cogar for the expense incurred as a result of deterioration to their driveway, located in the vicinity of 5866 Springfield-Xenia Road; and authorizing the Director of Finance to make payment to Edwin Cogar & Dianne Cogar in the amount of Five Thousand Dollars (\$5,000.00) as and for said deterioration.

**258-19** Authorizing the payment of up to \$66,600.00 to The Board of County Commissioners of Clark County, Ohio, to obtain planning services from Clark County-Springfield Transportation Coordinating Committee ("TCC") for the 2020 calendar year.

**274-18** Confirming and approving Change Order No. 1 to the contract between the City and J & J Schlaegel, Inc. for the Lagonda Ave. and James St. Combined Sewer Replacement Project, to increase the contract amount by \$89,054.01, for a total contract amount not to exceed \$271,930.31, and to extend the contract completion date to November 8, 2019; and authorizing the City Manager to execute said Change Order No. 1.

**097-15** Confirming and approving Change Order No. 3 to the contract between the City and Eagle Bridge Co. for the CLA Bechtle - 0.57, PID No. 99563, and further identified as the Bechtle Avenue bridge over the lagoon project, to increase the contract amount by \$46,781.89, for a total contract amount not to exceed \$1,480,521.52; and authorizing the City Manager to execute said Change Order No. 3.

**207-18** Confirming and approving Change Order No. 1 to the contract between the City and Associated Excavating, Inc. for the Northern Heights Water and Sewer Improvements Project, to extend the project completion date to May 1, 2020; and authorizing the City Manager to execute said Change Order No. 1.

### **SECOND READING – ORDINANCE**

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

**251-19** Authorizing the City Manager to enter into a three-year Project Agreement with Woolpert, Inc., for Consulting Services at the Springfield-Beckley Municipal Airport, for an amount not to exceed \$650,000.00.

### **RESOLUTION**

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

**263-19** Consenting to the appointment of Charles Harris to serve as the City Planning Board's Representative to the Board of Zoning Appeals.

### **EMERGENCY ORDINANCES**

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

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

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

**259-19** Authorizing the City Manager to apply for and enter into an agreement with the Ohio Department of Transportation for aid in the financing of preventive maintenance, ADA paratransit, and operating activities pursuant to the FY2020 Ohio Transit Partnership Program (OTP2) Grant in the amount of \$225,000.00; confirming and approving all related expenditures from July 18, 2019 to the passage of this Ordinance; authorizing the City Manager and the Director of Finance to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant application and corresponding agreement and to comply with all relevant local, state and federal legal requirements and to provide assurances and additional information as required by the Ohio Department of Transportation

**260-19** Authorizing the City Manager to enter into a Grant Contract with the State of Ohio, Department of Transportation to accept funds in the amount of \$23,988.00 from the Ohio Elderly and Disabled Transit Fare Assistance Program; authorizing the City Manager and Director of Finance to perform all acts and execute all documents considered necessary to fulfill the City's obligations under said contract, to comply with all relevant local, state and federal legal requirements, and to provide assurances and additional information as required by the Ohio Department of Transportation.

**026-15** Authorizing a reduction in the 2019 rent of the Berner Farms Cropland Lease Agreement in the amount of \$2,347.72.

**261-19** Authorizing the City Manager to enter into a Shelter Plus Care 2 Grant Agreement (Grant #OH0295L5E071810) with the United States Department of Housing and Urban Development in an amount not to exceed \$33,352.00; authorizing the City Manager and the Director of Finance to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant agreement and to comply with all relevant local, state and federal legal requirements; authorizing the City Manager to enter into a Subrecipient Funding Agreement (Shelter Plus Care 2 Sponsor Based Rental Assistance -- 2019-2020) by and among the City, Springfield Metropolitan Housing Authority and the District Council of Springfield, Ohio of St. Vincent DePaul, Inc. to conduct a Shelter Plus Care 2 funded Sponsor Based Rental Assistance and Administration Program in an amount not to exceed \$30,348.00.

**186-11** Authorizing the City Manager to enter into Amendment F - Modification #3 to the Project Engineering Agreement with Black & Veatch Corporation for the Erie Interceptor Express Sewer Design contract, to increase the contract by an amount not to exceed \$37,510.00 for a total amount not to exceed \$3,739,136.00, and to reallocate funds among project phases.

**262-19** Authorizing the City Manager to enter into a Development Incentive Agreement (Single Family Residential Development) with Kathy L. Thornsby to provide for sewer services to real property outside the City limits.

### **LIQUOR PERMITS**

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

**245-19** Notification from the Ohio Department of Liquor Control of a request for a new liquor permit from Aziz Grocery Inc., 1912 S. Limestone Street, Springfield, Ohio 45505.

**244-19** Notification from the Ohio Department of Liquor Control of a request for transfer of a liquor permit from Cassano's Inc., 995 S. Main Street, Centerville, OH 45459 to Cassano's Inc., 901 N. Bechtle Avenue, Springfield, OH 45504.

**253-19** Notification from the Ohio Department of Liquor Control of a request for transfer of a liquor permit from Sakura Steakhouse and Sushi LLC, dba Sakura, 1795 N. Bechtle Avenue, Springfield, OH 45504 to 1785 Bechtle Inc, dba Sakura Steakhouse & Sushi, 1795 N. Bechtle Avenue, Springfield, OH 45504.

The City Manager recommends that the following report be received and filed with the City Clerk and the Clerk is directed to request a hearing, as there is a concern or issue associated with this request.

**246-19** Notification from the Ohio Department of Liquor Control of a request for transfer of a liquor permit from Khan's Mini Mart LLC, 961 Selma Road, Springfield, Ohio 45505 to Hamza's Mini Mart LLC, dba Mini Mart, 961 Selma Road, Springfield, Ohio 45505.

### **NEW ITEMS ON THE AGENDA**

### **REMARKS FROM THE AUDIENCE**

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Bryan Heck', is written over a horizontal line.

Bryan Heck  
City Manager

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 256-19

**Agenda Date:** November 26, 2019

**Today's Date:** November 19, 2019

**Subject:** Amendment of the Codified Ordinances to reorganize the Engineering Department as a function of the Service Department.

**Submitted By:** Jill Pierce, City Clerk

**Department:** City Clerk

**Contact:**

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

**Prior  
Ordinance/Resolution:**

**Date of Prior  
Ordinance/Resolution:**

### **Summary:**

It is respectfully requested that the City Commission amend the Codified Ordinances of Springfield, Ohio, to reorganize the existing Engineering Department as a function of the Service Department. Requested amendments include repealing Chapter 130 entitled Engineering Department, amending Chapter 141 entitled Service Department, and amending various sections of the Codified Ordinances referencing the duties of the Engineering Department and City Engineer.

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

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

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

To amend Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, for the purpose of reorganizing the Engineering Department as a function of the Service Department by repealing and replacing certain chapters and sections.

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WHEREAS, pursuant to Section 23 of the Charter of The City of Springfield, Ohio, departments other than the Department of Finance and the Department of Law may be established by ordinance, and the work of such departments distributed as may be established by ordinance upon the recommendation of the City Manager; and

WHEREAS, the City Manager has recommended to this Commission that the existing department of Engineering be reorganized as a function of the Service Department; and

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 repealing Chapter 130 entitled Department of Engineering in its entirety.

**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 enactment of Section 141.04 to read as follows:

**141.04 ENGINEERING.**

The Service Department shall provide engineering designs, technical specifications, cost estimates, and inspection services for public improvements undertaken by the City; and perform such other duties as required by City Charter or ordinance.

**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 149.05(b) to read as follows:

#### **149.05 LEASE OF CITY PROPERTY.**

(b) The City Manager is authorized to grant, on behalf of the City, licenses to public utilities to use City property, including public thoroughfare right-of-way; provided, that such licenses may be revoked at any time and the ~~City-Engineer~~ Service Director or designee has made a determination that granting such license will not result in creating a nuisance within a public thoroughfare. The City Manager may impose such obligations and limitations upon a licensee as are necessary to prevent safety hazards, protect public property and ensure the licensee's compliance with law.

**Section 4.** 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 Sections 901.01(c) and 901.03(a)(2) and to read as follows:

#### **901.01 DEFINITIONS.**

(c) As used in this Chapter 901, "Engineer" means the ~~City-Engineer or the City-Engineer's designee~~ Service Director or designee as set forth in Chapter 141.

#### **901.03 CONDITIONS FOR ISSUANCE OF PERMIT.**

- (2) The restoration deposit shall be in a sum of money sufficient to restore the street or alley as nearly as is reasonably possible to a condition as good or better as existed prior to the opening or excavation of the street or alley. The City Manager shall from time to time prepare and place on file in his office and in the office of the ~~Service Department and Engineer~~, schedules of the estimated costs relating to surface restoration related to permitted excavations or disturbances. The deposit required shall be based upon such schedules, provided that the City Manager may in any instance make special estimates for work or materials or costs not covered by his general schedules.

**Section 5.** 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 Sections 902.01(d), 902.02(f), 902.03(b), 902.04(c), 902.04(e), 902.06(a)(4), 902.06(a)(5), 902.06(b)(2), 902.06(b)(3), 902.06(c), 902.08, 902.11, 902.12, and 902.17 to read as follows:

#### **902.01 PURPOSE AND SCOPE OF CHAPTER.**

- (d) The policy of the City with regard to right-of-way is hereby declared to be:
  - (1) To promote public safety and protect public property;
  - (2) To promote the utilization of right-of-way for the public health, safety and welfare and to promote economic development in the City;
  - (3) To promote the availability of a wide range of public utility, telecommunication and other services, including the rapid deployment of new technologies and innovative services to the City's citizens and taxpayers at reasonable rates;
  - (4) To promote cooperation among the City, Franchisees, and Permittees in the occupation of right-of-way and work therein in order

- to minimize public inconvenience during work in the right-of-way, to facilitate the delivery of quality services and products by Franchisees and Permittees to the public, to avoid uneconomic, unneeded and unsightly duplication of facilities and to manage the use of space within the right-of-way to provide for the addition of municipal and public utility infrastructure to meet the future needs of the public;
- (5) To ensure adequate public compensation for the private use of the right-of-way and the regulation thereof; and
  - (6) To promote and require reasonable accommodation of all uses of right-of-way and to establish the following priority of use of right-of-way, when all requested usage of right-of-way by Permittees cannot be accommodated:
    - A. Use by the City shall have first priority;
    - B. Use by another governmental entity, with City concurrence, or other uses required by law shall have second priority;
    - C. Use by public utilities Permittees shall have third priority;
    - D. Use by telecommunications provider Permittees which are not public utilities, but which provide services to the public shall have fourth priority; and,
    - E. Special Permittees shall have fifth priority;

provided, however, that the ~~City Engineer~~ Service Director may reasonably require Permittees to cooperate to accommodate use by other Permittees and Franchisees and provided further that the City Manager may alter this priority when the City Manager determines that such alteration is necessary to protect the public health, safety and/or welfare.

#### **902.02 DEFINITIONS.**

- (f) "~~City Engineer~~ Service Director" means the ~~City Engineer of Springfield~~ Service Director or designee.

#### **902.03 TYPES OF PERMITS, GRANT OF LICENSE AND PRIVILEGE.**

(b) All Permits shall specify the use or uses for which such Permits are granted and contain such other non-discriminatory terms and conditions as the ~~City Engineer~~ Service Director determines are necessary to accomplish the City policy objectives set forth in Subsection 902.01(d), such terms and conditions as are set forth in this Chapter and such terms and conditions as are negotiated and agreed to by the City and the Permittee to provide for the public health, safety or welfare. Permittees are granted the license and privilege to occupy the right-of-way as specified by and limited in their Permit granted pursuant to this Chapter.

#### **902.04 APPLICATION PROCEDURE, TERMS, AND CONDITIONS.**

(c) Applicants for Special Permits, or renewals thereof, shall file an application therefor in such form as the City Manager requires along with an application fee of One Hundred Dollars (\$100.00). The applicant shall provide such additional information as the ~~City Engineer~~ Service Director may require to explain, clarify, supplement or verify information and representations contained in the application. The ~~City Engineer~~ Service Director shall determine if the application is in order and, if so, and if the ~~City Engineer~~ Service Director also finds in accordance with the criteria set forth in Section 902.05, that the application should be granted, the ~~City Engineer~~ Service Director shall grant or renew



such a Permit. The terms and conditions of such Permit shall be determined by the City Engineer Service Director but, in no event, shall the duration of such Permit exceed 10 years.

(e) Any Applicant may appeal the failure of the City Engineer Service Director to grant a Permit. In order to perfect such appeal, the Applicant shall file an appeal to the City Manager within ten (10) days of the City Engineer Service Director's determination or after thirty (30) days but within one sixty (60) days of the filing of the application if the City Engineer Service Director has taken no action. The City Manager shall then review the matter and render a final determination, in writing and with appropriate findings of fact, after serving upon the applicant at least twenty (20) days advance written notice of the Permittee's opportunity for a hearing before the City Manager and granting the applicant an opportunity to be heard in person or in writing, as the applicant may chose. Except to the extent otherwise appealable by law, the City Manager's decision shall be final.

#### **902.06 OBLIGATIONS OF PERMITTEES, CONDITIONS OF PERMITS.**

(a) In addition to the other requirements set forth in this Chapter and set forth specifically in the Permit granted, each Public Utility Permittee, each Telecommunications Permittee and each Special Permittee shall:

(4) In the event the City Engineer Service Director determines that a Permittee must remove or rearrange the Permittee's facilities as necessary so as not to interfere with higher priority uses, as established in Subsection 902.01(d)(6) [by way of example and not by way of limitation, the operation, construction, repair or modification of any street, sidewalk, City water or sewer utility infrastructure or other governmental uses], or if additional or subsequent City or other public uses of right-of-way are inconsistent or incompatible with then current uses of Permittees or for any other reasonable cause, the City Engineer Service Director shall so advise the Permittee in writing and invite the Permittee to comment on the City Engineer Service Director's determination within five (5) days of such notification. Upon the written direction of the City Engineer Service Director served on the Permittee, and at no cost to the City, the Permittee shall promptly remove or rearrange the Permittee's facilities as necessary so as not to interfere with higher priority uses, as established in Subsection 902.01(d)(6), or if additional or subsequent City or other public uses of right-of-way are inconsistent or incompatible with then current uses of Permittees or for any other reasonable cause as determined by the City Engineer Service Director.

(5) Provide maps and other information in such form and at such times as the City Engineer Service Director may require. It shall not be unreasonable for the City Engineer Service Director to require a Permittee to provide maps and other information which has been previously prepared by or for the Permittee, or the Permittee's predecessor, and which is in the possession of or subject to the control of the Permittee. Said maps and information shall locate, describe and identify all structures and facilities of such Permittee in, over and/or under the right-of-way;

(b) Construction and Technical Standards.

(2) In those areas of the City where telephone and electric services are

provided by underground facilities, all new facilities shall be placed underground. In all other areas the Permittee, upon written request of the City served upon the Permittee, shall use its Best Efforts to place its facilities underground. However, the term facilities as used in the preceding sentence shall not include equipment which is customarily placed on or above the ground in conjunction with underground transmission facilities (e.g. splice and terminal pedestals, equipment cabinets and transformers). Where not otherwise required to be placed underground by this Chapter, the Permittee's system shall be located underground at the request of the adjacent property owner; provided, the placement of such system shall be consistent with the Permittee's construction and operating standards and provided that the excess cost over the above grade location shall be borne by the property owner making the request. All cable to be installed under the roadway shall be installed in conduit. In no circumstance shall a new pole or poles be located in any right-of-way of the City where such pole or poles are not replacing an existing pole or poles; without first obtaining the written approval of the City Engineer Service Director.

- (3) The Permittee shall construct, install, operate and maintain its system in a manner consistent with all applicable laws as well as with such published standards as are recommended by the Federal Communications Commission, whether or not those published standards have the force of law; unless the Permittee demonstrates to the satisfaction of the City Engineer Service Director that such published, recommended standard is impractical and will not contribute to the public health, safety or welfare.
- (6) The City does not guarantee the accuracy of the City's maps showing the horizontal or vertical location of existing substructures in the right-of-way. When a Permittee discovers a substructure not properly located on the City's map of the relevant area, the Permittee shall immediately notify the City Engineer Service Director and cooperate with the City Engineer Service Director's efforts to correct and revise the City's map.

(c) **Right-of-Way Work Permit Required.** All Permittees shall obtain a right-of-way Work Permit from the City Engineer Service Director prior to the beginning of any work in the right-of-way; however, prior City approval shall not be required for emergency repairs or for routine maintenance which does not require excavation in the public right-of-way or complete blockage of traffic using the right-of-way or entry on to Public Property other than right-of-way. The term "routine maintenance" as used in this subdivision means:

- (1) inspection of facilities,
- (2) groundline treatment of poles,
- (3) switching,
- (4) repairing damaged or failed equipment,
- (5) installing new service extensions
- (6) tree trimming, and
- (7) relamping of street lights,
- (8) cathodic protection maintenance,
- (9) resetting a pole in the general area of its original location.

The Permittee and its contractors shall restore the right-of-way and Public Property, when disturbed by the Permittee or its contractor, as required by the City-Engineer Service Director. A Permittee shall be liable to the City for any and all damage done by its contractors to the right-of-way or to Public Property or to sewer laterals located within the right-of-way. Such right-of-way Work Permit shall be issued in writing and shall contain such conditions that may be required by the City-Engineer Service Director for the protection of the public health, safety, welfare and preservation of Public Property and right-of-way and to accomplish the City's policy objectives as set forth in this Chapter. The Permittee, and its contractors shall endeavor to complete, in a timely manner, restoration of the right-of-way and Public Property and all workmanship and materials used by the Permittee and its contractors for such restoration shall be subject to the inspection and approval of the City-Engineer Service Director and shall be warranted for a period of one (1) year from the date of completion for any failure due to workmanship or quality of materials.

#### **902.08 NOTICE OF RIGHT OF WAY WORK AND JOINT PLANNING.**

(a) All applicants for right-of-way Work Permits required under Section 902.06 of this Chapter shall file a written notice with the City-Engineer Service Director at least seven (7) days before working in or on the right-of-way, except in the case of emergency. In addition to such other information as the City-Engineer Service Director shall require, the notice shall:

- (1) Identify the right-of-way affected;
- (2) Contain a description of any facilities to be installed, constructed or maintained;
- (3) State whether or not any right-of-way will be excavated;
- (4) State to what extent any right-of-way will need to be restricted, blocked or temporarily closed;
- (5) Provide an estimate of the amount of time needed to complete such work;
- (6) Provide a description and timetable of any restorative measures planned to close any street excavation or to remedy any damage done to the right-of-way in performing such work;
- (7) Contain a certification that other affected or potentially affected Permittees or Franchisees have been notified of the proposed work; and
- (8) Contain a certification that all Springfield consumers of any public utility products or services which will be adversely affected by such work have been or will be notified in advance of any disruption in delivery of the public utility products and services to such consumers.

(b) Permittees may, under emergency or other exigent circumstances, work in the right-of-way so long as the Permittees notify the City-Engineer Service Director in advance of the work to be performed, via voice mail delivered to a telephone number which shall be published by the City-Engineer Service Director, and as long as the Permittees use Best Efforts to provide the City with the notice required by Subsection 902.08(a) at the earliest possible time.

#### **902.11 REMOVAL OF FACILITIES.**

(a) In the event any Permittee intends to discontinue use of any facilities within the right-of-way, such Permittee shall submit a notice to the City-Engineer Service Director

describing the portion of the facilities use of which will be discontinued and the date of discontinuation of use, which date shall not be less than thirty (30) days from the date such notice is submitted to the City Engineer Service Director. The Permittee may not remove, destroy or permanently disable any such facilities after such notice without the advance, written approval of the City Engineer Service Director. In the event the Permittee abandons such facilities by failing to remove such facilities within six months after the Permittee has discontinued use of such facilities, the Permittee shall remove, unless prohibited by federal or state law, and/or secure such facilities or shall abandon such facilities in place as directed by the City Engineer Service Director in written instructions served on the Permittee.

#### **902.12 REMEDIES AND REVOCATION.**

(b) The City Engineer Service Director shall give the Permittee sixty (60) days prior written notice of City's intent to revoke the Permit under the provisions of this Chapter stating the reasons for such action. If the Permittee cures the stated reason within the sixty (60) day notice period, or if the Permittee initiates efforts satisfactory to the City to remedy the stated violation, the City shall not revoke the Permit. If the Permittee does not cure the stated violation or undertake efforts satisfactory to the City to remedy the stated violation; then, after serving upon the Permittee at least twenty (20) days advance written notice of the Permittee's opportunity for a hearing before the City Manager and granting the Permittee an opportunity to be heard in person or in writing as the Permittee may chose, the City Manager may revoke the Permit.

#### **902.17 REPAIR OF SEWER LATERALS IN RIGHT OF WAY.**

(a) Upon a property owner discovering that a sewer lateral connecting his property, located within the corporate boundaries of the City, to the City's sewer line has broken down in that portion of the sewer lateral located within the City's right-of-way, the owner may request that the City repair that portion of the sewer lateral located within the City's right-of-way at no charge to the property owner. Such request for repair of a broken down sewer lateral located within the City's right-of-way shall be made by written application to the City's Service Director on such application form as may be required by the City's Service Director and shall be accompanied by a certification issued by a person registered under to this Section verifying that the subject lateral is broken down within the City's right-of-way. Upon receipt of a proper application for repair of a broken down sewer lateral located within the City's right-of-way, the City's Service Director shall commence an investigation to determine whether;

- (1) the applicant is a proper person to request the sewer lateral repair described in this Section,
- (2) the sewer lateral is in fact broken down within the City's right-of-way, and
- (3) that the break down in the sewer lateral is not the result of willful damaging by the property owner or a tenant of the property owner.

If the City's Service Director is able to confirm each of the above factors, the City's Service Director shall arrange to have the broken down sewer lateral within the City's right-of-way repaired and shall not charge the property owner for such repair. Blockage of a sewer lateral which can be remedied by cleaning the sewer lateral does not constitute a break down of the sewer lateral. The City makes no warranties, either express or implied, regarding the repair of sewer laterals engaged in by the City pursuant to this section. The

City's actions in repairing a sewer lateral in no way constitute an acceptance by the City of a dedication of the subject sewer lateral to the City.

**Section 6.** 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 Sections 918.10(a) and 918.10(c) to read as follows:

**918.10 STORMWATER UTILITY COORDINATOR; APPEALS.**

(a) Stormwater Utility Coordinator. The City Manager shall designate a City employee who shall report to the ~~City Engineer~~ Service Director or designee and who shall administer the City's stormwater utility, including;

- (1) Receiving reviewing and granting or denying applications for credits,
- (2) Determining the appropriate Stormwater Class for Properties based on GIS and land use information collected and maintained by the County Auditor,
- (3) Using any and all land use data, determining the Impervious Area measurement for Properties, and
- (4) Reviewing and granting or denying applications for reconsideration of ESU multiples, Stormwater Class determinations, determinations of impervious surface, determinations of whether a property is unlikely under any circumstances to contribute stormwater to the Stormwater System, the amount of a stormwater utility service charge assessed, and other determinations made by the Stormwater Utility Coordinator.

(c) Appeals. An applicant aggrieved by a decision of the Stormwater Utility Coordinator made on an application filed with the City, may file an appeal with the ~~City Engineer~~ Service Director or designee along with a processing fee of \$100.00 for property with a Commercial or Industrial Stormwater Class designation and \$25.00 for property with an Agricultural, Condominium, Residential, or Vacant Stormwater Class designation; provided that the filing of the appeal is made within fourteen days after the Stormwater Utility Coordinator issues his/her decision granting or denying the application. The appeal shall be made to a panel comprised of the City Manager, the Finance Director and the Law Director, or their designees. The appeal panel shall consider the provisions of this Chapter, land use data establishing the actual conditions of the property, the application and its attachments, the decision of the Stormwater Utility Coordinator and the contents of the appeal document in reviewing the Stormwater Utility Coordinator's decision and shall affirm or reverse or reverse and remand the Stormwater Utility Coordinator's decision. The decision of the appeal panel shall be final. Further appeal shall be to the Court of Common Pleas.

**Section 7.** 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 Sections 931.01(a), 931.01(d), 931.01(e), 931.01(f), 931.03(f),

931.03(k), 931.04(g), 931.05(b), 931.05(h), 931.06(a), 931.06(c)(3), 931.06(e), and 931.07(a)(5), to read as follows:

#### **931.01 ENGINEERING DRAWINGS.**

(a) Preparation. Developers of private property shall submit to the City Engineer Service Director or designee for preliminary and final approval, drawings of engineering details of all existing and proposed facilities and utilities which will become the property of, or maintained by, The City of Springfield, Ohio. Drawings shall be prepared by or under the supervision of a registered professional engineer in the State of Ohio and bear his signature and stamp of the seal prescribed by the State Board of Registration for Professional Engineers and Surveyors. All engineering drawings shall be prepared on sheets 24-inch by 36-inch size out to out of the trimming edges.

(d) Specifications and Standard Drawings. All construction and materials shall comply with the current City of Springfield specifications and standard drawings on file in the ~~City Engineer's office~~ Service Department. City of Springfield specifications and standard drawings shall be referenced on engineering drawings.

(e) Construction. No construction may begin until the final plans are approved by the ~~City Engineer~~ Service Director or designee and all fees are paid. The ~~City Engineer's office~~ Service Department shall be notified 48 hours in advance of any construction so that inspection may be provided. This notification policy shall be stated on engineering drawings.

(f) As-Built Drawings. After the development has been completed, "as-built drawings" shall be turned over to the ~~City Engineer~~ Service Director or designee. The original engineer or surveyor of record shall certify the "as-built drawings". These plans shall show the following items in detail:

- (1) Water and sewer mains located in reference to the curb line.
- (2) Fire hydrants and water valves.
- (3) Water services.
- (4) Plan and profile of all main sewers including manhole locations.
- (5) House connections (sewer location at curb line referenced to the nearest street right-of-way line and measured along the curb line.)
- (6) Final curb elevations and stationing.
- (7) Grading plan including limits and grades of detention/retention areas.
- (8) Typical sections of all pavements.

These plans shall be submitted in one of the following formats: mylar drawings, computer disk in autocad format, or computer disk in a DXF file format.

#### **931.03 STREETS.**

(f) Concrete curb, gutter, and sidewalk where required shall be constructed in accordance with the standard drawings and specifications on file in the ~~City Engineer's office~~ Service Department.

(k) All traffic signal support devices shall be mast-arm type installations unless deemed impractical by the ~~City Engineer~~ Service Director or designee.



#### **931.04 STORM SEWERS.**

(g) Storm sewers, manholes, catch basins, and appurtenances shall be constructed in accordance with the standard drawings and specifications on file in the ~~City Engineer's office~~ Service Department.

#### **931.05 SANITARY SEWERS.**

(b) The minimum size of a main sewer shall be eight inches in diameter and shall be constructed in accordance with the specifications for installation of sanitary and storm sewers on file in the ~~City Engineer's office~~ Service Department. The minimum size house connection shall be four inch.

(h) Manholes, sewers, and appurtenances shall be constructed in accordance with the standard drawings and specifications on file in the ~~City Engineer's office~~ Service Department.

#### **931.06 WATER MAINS.**

(a) Water mains shall be designed in accordance with this section. Water main materials shall conform to *City of Springfield Construction and Material Specifications*, latest edition, on file in the ~~City Engineer's office~~ Service Department. The developer shall consult the City's master water plan before preparing plans.

(c) All water mains shall be sized a minimum of eight inches in diameter as well as to meet usage and fire flow demands unless otherwise specified as follows:

- (3) Should it be determined by the Service Department that inadequate cycling of the water would occur, thus resulting in nonconformance with water quality standards and regulations, alternative line sizing and connection configurations will be identified by the ~~City Engineer~~ Service Director or designee. The ~~City Engineer~~ Service Director or designee shall cooperate with the fire official in determining the main size to ensure adequate fire flow demands.

(e) All water distribution systems in a subdivision shall be designed with looping for proper water flow. Dead end lines shall be approved by the ~~City Engineer~~ Service Director or designee, after consultation with the fire official, only if the developer can show no feasible means to loop the lines.

#### **931.07 STREET LIGHTS.**

(a) A street lighting plan shall be submitted with final construction drawings for any development. The lighting plan may be a separate drawing, or the proposed layout may be shown on the overall plan drawing.

- (5) Approval of the lighting layout must be secured from the ~~City Engineer's office~~ Service Department prior to installation and after approval of the street lighting construction plans by the public utility.

**Section 8.** 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 Sections 961.01(e), 961.05, 961.06(b), 961.07(a), 961.07(c),

961.07(d), 961.09(b), 961.10(a)(1), 961.10(b)(1), 961.10(b)(2), 961.11, and 961.12 to read as follows:

**961.01 PURPOSE AND SCOPE.**

(e) This regulation does not require a Comprehensive Stormwater Management Plan for linear construction projects, such as pipeline or utility line installation, that do not result in the installation of impervious surface. Such projects must be designed to minimize the number of stream crossings and the width of disturbance. Linear construction projects must comply with the requirements of the latest edition of the Ohio Department of Natural Resources Rainwater and Land Development Manual or other erosion control guideline approved by the City Engineer.

**961.05 COMPREHENSIVE STORMWATER MANAGEMENT PLANS—PLAN DEVELOPMENT.**

(a) This regulation requires that a Comprehensive Stormwater Management Plan be developed and implemented according to the requirements set forth in the most recent version of the Ohio Environmental Protection Agency's General Permit Authorization for Stormwater Discharges Associated with Construction Activity Under the National Pollutant Discharge Elimination System:

- (1) for soil disturbing activities disturbing one or more acres of total land or less than one (1) acre if the disturbing activities are part of a larger common plan of development or redevelopment disturbing one or more acres of total land
- (2) for soil disturbing activities disturbing less than one (1) acre of land when the City Engineer determines that development and implementation of a Comprehensive Stormwater Management Plan is necessary to serve the purposes of this Chapter, and
- (3) for soil disturbing activities which are part of any regulated activity described in Section 961.01(c). The City Engineer may require the development and implementation of a Comprehensive Stormwater Management Plan for soil disturbing activities disturbing less than one acres of land and which are not part of a larger common plan of development, when necessary to accomplish the purposes described in Section 961.01.

(b) ~~The City of Springfield through the office of its City Engineer~~ Service Department shall administer this regulation, shall be responsible for determination of compliance with this regulation, and shall issue notices and orders as may be necessary.

**961.06 PROHIBITIONS.**

(b) No person or entity shall engage in non-agricultural, earth-disturbing activities performed on lands located within the City of Springfield's corporate boundaries, and which are lands not subject to the jurisdiction of a state or federal governmental agency which regulates the matters governed by this Chapter, when a Comprehensive Stormwater Management Plan is required to be developed and implemented under Section 961.05 of this Chapter; unless a Comprehensive Stormwater Management Plan has been submitted to and approved by the City Engineer Service Director or designee for the non-agricultural, earth-disturbing activities.



**961.07 COMPREHENSIVE STORMWATER MANAGEMENT PLANS—  
APPLICATION PROCEDURES.**

(a) Pre-Application Meeting. Applicants for permissions granted under the Chapter 961 are encouraged to meet with the ~~City Engineer~~ Service Director or designee to discuss the proposed project, review the requirements of this and other pertinent regulations, identify unique aspects of the project that must be addressed during the review process, and establish a preliminary review and approval schedule in advance of tendering an application to the ~~City Engineer~~.

(c) Review and Comment. The ~~City Engineer~~ Service Director or designee shall review the Comprehensive Stormwater Management Plan submitted, and shall either approve the plan or return the plan with comments and recommendations for revisions.

(d) Approval Necessary. No person shall begin land clearing and/or soil-disturbing activities unless the ~~City Engineer~~ has approved the related Comprehensive Stormwater Management Plan.

**961.09 COMPREHENSIVE STORMWATER MANAGEMENT PLANS—PLAN  
CONTENT.**

(b) Contents of Comprehensive Stormwater Management Plan. The Comprehensive Stormwater Management Plan shall meet the requirements of the latest edition of Ohio EPA's General Permit Authorization For Stormwater Discharges Associated With Construction Activity Under The National Pollutant Discharge Elimination System and shall provide the following information:

(1) Plans must include the following notes:

- A. At the end of construction, all stormwater pipes, basins, channels, etc. shall be cleaned out of all sediment accumulation and restored to the original design as shown per these plans.
- B. Forty-eight hours prior to any earth disturbance work, the Contractor shall notify the City of Springfield, ~~Engineering Service~~ Department.
- C. All mud/dirt tracked onto roads from the site, due to construction, shall be promptly removed at the end of each day.
- D. No construction shall commence until all City of Springfield permits and connection fees have been issued as required.
- E. Stormwater control facilities composed of straw are not permitted.
- F. Clearing, grading, and equipment storage is prohibited within twenty-five (25) feet of all water resources unless otherwise approved by the ~~City Engineer~~ Service Director or designee.
- G. Where construction activity is necessary within ten (10) feet of a water resources high water mark, perimeter protection using Filtrexx erosion control socks or similar material shall be used.
- H. Construction projects scheduled to last six (6) months or more shall not use silt fence as perimeter protection; instead, Filtrexx erosion control sock or similar material shall be used.
- I. Dewatering discharges shall not be directed into the City of Springfield's stormwater system without the prior approval of the

City Engineer Service Director or his designee.

- (2) Location of all existing easements, covenants and restrictions impacting each stormwater management practice, facility, or improvement.
- (3) An Inspection and Maintenance Plan designed to ensure that all pipes and channels built to convey stormwater to the stormwater control facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater discharged from the facility serves its designed purpose through its expected period of use shall be submitted as a stand-alone document for review and approval by the City Engineer Service Director or designee during the Plan approval process. At a minimum, the Inspection and Maintenance Plan shall include a method and frequency for the following activities:
  - A. Inspection of all permanent structures,
  - B. Debris/clogging control through appropriate removal and disposal,
  - C. Vegetation control (mowing, harvesting, eradication of undesirable plants),
  - D. Erosion repair,
  - E. Non-routine maintenance should include pollutant and sediment removal and the "rejuvenation" or replacement of filters and appropriate soils, and
  - F. Disposal of collected pollutants, sediments, and filter media in accordance with local, state, and federal regulations.
  - G. Inspection and Maintenance Plans shall include language affirming the following:
    - (i) The City of Springfield has the authority and right to enter upon the development area to conduct inspections as necessary to verify that the stormwater management practices are being maintained and operated in accordance with this regulation.
    - (ii) Notice that the City of Springfield maintains public records of the results of site inspections for the period of time specified in the City of Springfield's record retention schedule, shall inform the site owner(s) or organization responsible for maintenance (by written notice served on the tax mailing address for the subject land) of the inspection results, and shall specifically indicate any corrective actions required to bring the stormwater practices into proper working condition.
    - (iii) If the City of Springfield notifies the site owner(s), or other entity responsible for maintenance, of maintenance deficiencies that require correction, the specific corrective actions shall be taken within thirty (30) days of the service of the notice; unless the City Engineer grants an extension of time to complete correcting deficiencies due to the impracticality of completing the correction of deficiencies

- within thirty (30) days.
- (iv) Maintenance deficiencies not corrected within thirty (30) days may be declared a public nuisance in accordance with Chapter 1323 of these codified ordinances.
  - (v) The method of funding long-term maintenance and inspections of all stormwater management practices, facilities and improvements.
- (4) Calculations required. The applicant shall submit calculations for projected stormwater runoff flows, volumes, and timing into and through all stormwater management facilities for flood control, channel protection, water quality, and the condition of the habitat, stability, and incision of each water resource and its the floodplain, as required in Section 961.10 of this regulation. These submittals shall be completed for both pre- and post-development land use conditions and shall include the underlying assumptions and hydrologic and hydraulic methods and parameters used for these calculations. The applicant shall also include critical storm [See Section 961.10(c)] determination and demonstrate that the runoff from upper watershed areas have been considered in the calculations. Redevelopment projects shall only submit calculations at the discretion request of the City Engineer.
- (5) The Comprehensive Stormwater Management Plan shall include a time schedule for completing all elements of the work to construct Comprehensive Stormwater Management Plan facilities and achieve final stabilization.
- (6) Detention exemption. When the total detention required on a development area is under 1,000 cubic feet, the City Engineer may, upon the request of the developer, waive the detention requirements of this chapter; provided, however that the City Engineer shall not grant a waiver if it is determined that storm water drainage would be a threat to adjacent properties if no detention were to be provided or if it is determined that the public sewer system downstream of the development area is not adequate to handle the increased storm flow.
- A. Residential development of three units or less that are not part of a larger common plan of development or redevelopment are exempt from the detention requirements of this chapter; provided, however that the City Engineer shall not determine that storm water drainage would be a threat to adjacent properties if no detention were to be provided or if it is determined that the public sewer system downstream of the development area is not adequate to handle the increased storm flow.
- (7) The Comprehensive Stormwater Management Plan shall conform to the performance standards specified in Section 961.10.

#### **961.10 PERFORMANCE STANDARDS.**

(a) General. Each Comprehensive Stormwater Management Plan shall include stormwater management facilities for storage, treatment and control, and conveyance; shall be designed to prevent structure flooding during a 100-year, 24-hour storm event; shall maintain predevelopment flow rates and discharge volumes; and shall meet the following criteria:

- (1) Exemption. The site where soil-disturbing activities are conducted shall be exempt from the requirements of Section 961.10 if it can be shown to the satisfaction of the City Engineer that the site is part of a larger common plan of development where the stormwater management requirements for the site are provided by an existing stormwater management practice, facility or improvement.

(b) Stormwater Quality Control.

(1) Criteria applying to all stormwater management facilities. Each facility shall be designed to facilitate sediment removal, vegetation management, debris control, and other maintenance activities defined in the Inspection and Maintenance Plan for the site. Approved practices are listed in the Ohio DNR Rainwater and Land Development Manual (Third Edition, 2006). The City Engineer may approve other proposed facilities if the applicant can demonstrate to the City's Engineer's satisfaction that these facilities meet the objectives of this regulation.

(2) Additional criteria applying to infiltration facilities.

- A. All runoff directed into an infiltration basin must first flow through a pretreatment facility as described in the Ohio DNR Rainwater and Land Development Manual, (Third Edition, 2006).
- B. Pursuant to Chapter 1153 of these Codified Ordinances, a site owner required to provide off street parking can receive a reduction of required parking spaces for the use of stormwater practices described therein.
- C. The City Engineer may require a soil engineering report to be prepared for the site to demonstrate that a proposed infiltration facility meets these performance standards.

#### **961.11 MAINTENANCE AND FINAL INSPECTION APPROVAL**

To receive final inspection and a determination by the City Engineer that the approved Comprehensive Stormwater Management Plan and the requirements of this regulation have been complied with in performing a construction project, the following must be completed:

- (a) All permanent stormwater management facilities must be installed, free of debris, and made functional per the approved Comprehensive Stormwater Management Plan.
- (b) An as-built survey, sealed, signed and dated by a Professional Surveyor and a written certification by a Professional Engineer certifying that permanent stormwater management facilities, as designed and installed, meet the requirements of the approved Comprehensive Stormwater Management Plan shall be delivered to the City Engineer. The as-built survey must provide the location, dimensions, details, volume, and bearing of such facilities. In evaluating this certification, the City Engineer may

require the submission of a new set of stormwater calculations if ~~he/she~~ the City determines that the design was altered materially from the approved Comprehensive Stormwater Management Plan.

#### **961.12 AMENDMENTS TO THE COMPREHENSIVE STORMWATER MANAGEMENT PLAN.**

Proposed amendments to an approved Comprehensive Stormwater Management Plan shall be made to the City Engineer within seven (7) working days of the site owner identifying said need. The site owner shall provide the City Engineer with any requested calculations, drawings, or other information requested in order to determine if the proposed amendment satisfies the requirements of this chapter.

**Section 9.** 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 971.01(f)(2) to read as follows:

#### **971.01 GENERAL PROVISIONS.**

(f) **Basis for Establishing the Areas of Special Flood Hazard.** For the purposes of these Floodplain Regulations, the following studies and / or maps are adopted:

- (2) Any hydrologic and hydraulic engineering analysis authored by a registered Professional Engineer in the State of Ohio which has been approved by the City of Springfield ~~City Engineer~~, as required by Section 971.04(c) Subdivisions and Large Scale Developments.

**Section 10.** 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 1205.02(c)(6)(S) to read as follows:

#### **1205.02 SUBDIVISIONS INVOLVING MORE THAN FIVE LOTS.**

- (6) The Phase I map of the proposed subdivision shall contain the following items:
  - (S) The location of all proposed street light poles and power supply lines to such poles; however, if the plan for such poles and power lines is not yet complete at the time that Phase I approval is being requested, a note shall be made on the Phase I Map and that the subdivider of the subdivider's developer is working to complete such plan with the utility that will provide power to the light poles and the ~~City Engineering~~ Service Department.

**Section 11.** 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 Sections 1213.01(b) and 1213.07(k) to read as follows:

**1213.01 PHASE I PLAN AND DATA.**

- (b) Plat Copies. Within one working day after receiving the Phase I plat and accompanying items, the staff will refer one copy of the plan to the Engineering Service Department for review of improvement plan; local school district, where involved, for report on school site requirements; and other applicable agencies and departments.

**1213.07 REQUIRED STATEMENTS AND SIGNATURES TO BE AFFIXED ON THE PHASE 2 (RECORD) MAP.**

- (k) Certification by the ~~City Engineer~~ Service Director.  
I hereby certify that a copy of this plat was filed in the ~~City Engineer's~~ office Service Department.

Date \_\_\_\_\_

By: \_\_\_\_\_  
City Engineer Service Director

**Section 12.** 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 Sections 1311.17(e), 1311.17(g)(3), 1311.17(o), 1311.17(p), and 1311.21 to read as follows:

**1311.17 DEMOLITION REQUIREMENTS.**

(e) A traffic plan shall be submitted prior to demolition for approval by the ~~Engineering, Police and Fire Divisions~~ Service Department, Police Division and Fire Division.

(g) All necessary precautions shall be taken to comply with the following:

- (3) The ~~City Engineer~~ may require such reasonable measures as may be necessary to prevent particulate matter from becoming airborne including but not limited to paving or frequent cleaning of roads, driveways and parking lots; application of dust-free surfaces; application of water; and the planting and maintenance of vegetative ground cover.

(o) All excavations and depressions shall be filled with inorganic material not exceeding sixteen (16) inches by sixteen (16) inches by sixteen (16) inches in size. Backfill material and method of placement shall be approved and inspected by the ~~City Engineer~~ Service Director or designee and Chief Building Official and/or the Code Enforcement Manager. (See Chapter 923 of the Codified Ordinances.)

(p) The Chief Building Official or the Code Enforcement Manager and ~~City Engineer~~ Service Director or designee shall approve the final grading plan. Finished grade shall consist of a four (4) inch surface layer of soil, seeded and mulched to reduce the germination and propagation of weeds or noxious vegetation, and to prevent fugitive dust conditions and soil erosion, unless otherwise approved by the Chief Building Official.



### **1311.21 ENDORSEMENTS ON CERTIFICATES OF USE AND OCCUPANCY**

(a) The Chief Building Official shall provide each certificate of use and occupancy approved by the Chief Building Official to the ~~City's Planning and Zoning Administrator~~ Community Development Director or designee and to the ~~City Engineer~~ Service Director or designee prior to delivering the certificate of use and occupancy to the owner of the building or structure to which the certificate of use and occupancy pertains.

(b) Approval required to occupy. No building or structure in whole or in part shall be used or occupied until the ~~Planning and Zoning Administrator~~ Community Development Director or designee and the ~~City Engineer~~ Service Director or designee have each endorsed their approval on that back of the certificate of use and occupancy, certifying that the use of the building or structure and the premises upon which the building or structure is situated is in compliance with Parts Nine, Eleven, and Twelve of the City's Codified Ordinances. The building owner shall only use the structure in compliance with the certificate of use and occupancy and any stated conditions therein. The structure and all approved building service equipment shall be maintained in accordance with the approval.

**Section 13.** 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 Sections 1325.06 and 1325.08 to read as follows:

#### **1325.06 DUTIES OF CHIEF BUILDING OFFICIAL.**

(d) Designate Streets for Removal. The Chief Building Official shall procure from the ~~City Engineering Service~~ Department a list of designated streets over which the building may be moved. The Chief Building Official shall have the list approved by the Chief of Police and shall reproduce the list upon the permit in writing. In making their determinations, the ~~Public Works Director~~ Service Director or designee and the Chief of Police shall act to assure maximum safety to persons and property in the City and to minimize congestion and traffic hazards on public streets.

#### **1325.08 ENFORCEMENT.**

(a) The Chief Building Official, the Police Division and the ~~City Engineer~~ Service Director or designee shall enforce and carry out the requirements of this chapter.

**Section 14.** That existing Chapter 130 and Sections 141.04, 149.05(b), 901.01(c), 901.03(a)(2), 902.01(d), 902.02(f), 902.03(b), 902.04(c), 902.04(e), 902.06(a)(4), 902.06(a)(5), 902.06(b)(2), 902.06(b)(3), 902.06(c), 902.08, 902.11, 902.12, 902.17, 918.10(a), 918.10(c), 931.01(a), 931.01(d), 931.01(e), 931.01(f), 931.03(f), 931.03(k), 931.04(g), 931.05(b), 931.05(h), 931.06(a), 931.06(c)(3), 931.06(e), 931.07(a)(5), 961.01(e), 961.05, 961.06(b), 961.07(a), 961.07(c), 961.07(d), 961.09(b), 961.10(a)(1), 961.10(b)(1), 961.10(b)(2), 961.11, 961.12, 971.01(f)(2), 1205.02(c)(6)(S), 1213.01(b), 1213.07(k), 1311.17(e), 1311.17(g)(3), 1311.17(o), 1311.17(p), 1311.21, 1325.06, and 1325.08 of the Codified Ordinances of The City of Springfield, Ohio, are hereby repealed.

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



# Request for Commission Action City of Springfield, Ohio

Item Number: 257-19

**Agenda Date:** 11/26/19

**Today's Date:** 11/13/19

**Subject:** Edwin & Dianne Cogar- Mutual Settlement

**Submitted By:** Seth Timmerman

**Department:** Airport

**Contact:** x6108

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

**Prior  
Ordinance/Resolution:**

**Date of Prior  
Ordinance/Resolution:**

## **Summary:**

It is respectfully requested that the City Commission authorize the City Manager, Law Director and Finance Director to do all things necessary to settle a claim with Edwin & Dianne Cogar in the amount of \$5,000. The claim arises out of deterioration caused to the Cogar's driveway, located at 5866 Springfield-Xenia Rd the costs to remedy said deterioration. Also directing the Director of Finance to make payment to Edwin & Dianne Cogar in the amount of \$5,000 as settlement for said damages.

## **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: \$5,000.00**

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

Authorizing the City Manager, Law Director, and Finance Director to do all things necessary to settle a claim with Edwin Cogar & Dianne Cogar for the expense incurred as a result of deterioration to their driveway, located in the vicinity of 5866 Springfield-Xenia Road; and authorizing the Director of Finance to make payment to Edwin Cogar & Dianne Cogar in the amount of Five Thousand Dollars (\$5,000.00) as and for said deterioration.

...oooOOOooo...

WHEREAS, a claim has arisen as a result of deterioration to the above-mentioned driveway located in the vicinity of 5866 Springfield-Xenia Road; and

WHEREAS, in accordance with Codified Ordinance 147.13, the Law Director reviewed the claim and determined the City's responsibility; NOW, THEREFORE:

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

Section 1. That the Director of Law is hereby authorized to settle a claim with Edwin Cogar & Dianne Cogar for the expense incurred as a result of deterioration to the above-mentioned driveway located in the vicinity of 5866 Springfield-Xenia Road.

Section 2. That the Director of Finance is hereby authorized to make payment to Edwin Cogar & Dianne Cogar in the amount of \$5,000.00 as and for said deterioration.

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: 258-19

**Agenda Date:** 11/26/2019

**Today's Date:** 11/13/2019

**Subject:** Approve Payment under the Memorandum of Understanding

**Submitted By:** Logan M. Cobbs, Assistant to the City Manager

**Department:** Springfield City Area Transit (SCAT)

**Contact:** Nikki Weber, Treasurer

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

Requesting City Commission authorize payment to Clark County Commission on behalf of Clark County - Springfield Transportation Coordinating Committee (CCSTCC) for transit planning services provided during calendar year 2020 under the City's 2012 Memorandum of Understanding, in an amount not to exceed \$66,600.00.

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

Department/Division	Fund Description	Account Number	Actual Cost
Finance / Accounting	FTA Bus Grant	633610-4070	\$59,200.00
Finance / Accounting	General Fund	210450-4070	\$ 7,400.00

**Total Cost:** \$66,600.00

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

Authorizing the payment of up to \$66,600.00 to The Board of County Commissioners of Clark County, Ohio, to obtain planning services from Clark County-Springfield Transportation Coordinating Committee ("TCC") for the 2020 calendar year.

...oooOOOooo...

WHEREAS, the City, through the Board of County Commissioners of Clark County, Ohio, may from time to time as needed, procure planning services from Clark County-Springfield Transportation Coordinating Committee; NOW, THEREFORE:

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

Section 1. That the payment of up to \$66,600.00 to The Board of County Commissioners of Clark County, Ohio, to obtain planning services from Clark County-Springfield Transportation Coordinating Committee ("TCC") for the 2020 calendar year is hereby approved.

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

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

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

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

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 274-18

Agenda Date: 11/26/19

Today's Date: 11/18/19

Subject: Change Order No. 1 with J & J Schlaegel, Inc., for Lagonda and James Sewer Replacement

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: 19-97

Date of Prior  
Ordinance/Resolution: 3/26/19

### **Summary:**

Work is finished on this project. In order to compensate the contractor for additional catch basin work for the Service Department and extra work to re-route around water transmission main, an adjustment of the quantities is needed. And to allow enough time for the project completion, the contract completion date should be extended from August 2, 2019 to November 8, 2019. Due to these adjustments, a contract change order must be authorized by City Commission.

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

Department/Division	Fund Description	Account Number	Actual Cost
Engineering	Sewer	331207-6050 (7192)	\$89,054.01

**Total Cost: \$ 89,054.01**

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

Confirming and approving Change Order No. 1 to the contract between the City and J & J Schlaegel, Inc. for the Lagonda Ave. and James St. Combined Sewer Replacement Project, to increase the contract amount by \$89,054.01, for a total contract amount not to exceed \$271,930.31, and to extend the contract completion date to November 8, 2019; and authorizing the City Manager to execute said Change Order No. 1.

...oooOOOooo...

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

Section 1. That this Commission hereby confirms and approves Change Order No. 1 to the contract between the City and J & J Schlaegel, Inc. for the Lagonda Ave. and James St. Combined Sewer Replacement Project, to increase the contract amount by \$89,054.01, for a total contract amount not to exceed \$271,930.31, and to extend the contract completion date to November 8, 2019.

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 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

# CONTRACT CHANGE ORDER

NUMBER (1) One

DATE November 18, 2019

TYPE OF PROJECT: Lagonda and James Sewer Replacement

CONTRACTOR: J & J Schlaegel, Inc., 1250 E US Hwy 36, Urbana, OH 43078

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

ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
	NOTE ATTACHED SHEETS		
TOTAL INCREASE			\$94,320.01
TOTAL DECREASE		(\$5,266.00)	

The sum of \$89,054.01 is hereby added to, ~~deducted from~~ the total. Therefore, the adjusted contract price to date is \$271,930.31.

The time provided for completion in the contract has been extended to **November 8, 2019**. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# CONTRACT CHANGE ORDER

Lagonda and James Sewer Replacement			
ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
202	Catch Basin Removed 1 EA @ \$450.00		\$450.00
202	Curb Removed 10 FT @ \$5.00		\$50.00
202	Curb Wall Removed 23 FT @ \$10.00		\$230.00
261	Pavement Restoration: Type D-Mod 213.43 SY @ \$95.00		\$20,275.85
608	4" Concrete Walk 424 SF @ \$10.00		\$4,240.00
608	6" Concrete Walk (58) SF @ \$12.00	(\$696.00)	
609	Curb, Misc: Type A, Straight (16) LF @ \$45.00	(\$720.00)	
609	Curb, Misc: Type A, Radius (2) LF @ \$50.00	(\$100.00)	
609	Curb, Misc: Type A (Curb Wall) 16 LF @ \$55.00		\$880.00
609	Curb & Gutter, Misc: Combination Curb and Gutter, Type B 10 FT @ \$50.00		\$500.00
803	12" Conduit, Type B 40 FT @ \$95.00		\$3,800.00
804	Manhole, No. 1, Type A-3 2 EA @ \$5,500.00		\$11,000.00
804	Manhole, No. 1, Type A-3 (Doghouse) 1 EA @ \$7,200.00		\$7,200.00
804	Catch Basin, No. 1 1 EA @ \$2,850.00		\$2,850.00
SPEC	Bypass Pumping (0.50) LS @ \$7,500.00	(\$3,750.00)	
SPEC	Fill and Plug Existing Conduit, 24" 65 FT @ \$44.00		\$2,860.00
SPEC	Extra Work due to Sewer Relocation because of Conflict with Water Transmission Main 1 LS @ \$39,984.16		\$39,984.16
TOTAL INCREASE			\$94,320.01
TOTAL DECREASE		(\$5,266.00)	



# Request for Commission Action City of Springfield, Ohio

Item Number: 097-15

Agenda Date: 11/26/19

Today's Date: 11/19/19

Subject: Change Order No. 3 with Eagle Bridge Co. for CLA – Bechtle – 0.57, PID 99563

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda

<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: 18-253  
19-143  
19-211

Date of Prior  
Ordinance/Resolution: 9/25/18  
5/21/19  
7/30/19

## **Summary:**

Work is finished on this project. In order to compensate the contractor for quantity adjustments, an up and down adjustment of the quantities is needed. Due to these adjustments, a contract change order must be authorized by City Commission.

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

Department/Division	Fund Description	Account Number	Actual Cost
Engineering	ODOT		\$ 44,442.80
Engineering	OPWC		\$ 2,339.09

**Total Cost: \$ 46,781.89**

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

Confirming and approving Change Order No. 3 to the contract between the City and Eagle Bridge Co. for the CLA Bechtle - 0.57, PID No. 99563, and further identified as the Bechtle Avenue bridge over the lagoon project, to increase the contract amount by \$46,781.89, for a total contract amount not to exceed \$1,480,521.52; and authorizing the City Manager to execute said Change Order No. 3.

...oooOOOooo...

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

Section 1. That this Commission hereby confirms and approves Change Order No. 3 to the contract between the City and Eagle Bridge Co. for the CLA Bechtle - 0.57, PID No. 99563, and further identified as the Bechtle Avenue bridge over the lagoon project, to increase the contract amount by \$46,781.89, for a total contract amount not to exceed \$1,480,521.52.

Section 2. That the City Manager is hereby directed and authorized to endorse upon Change Order No. 3, a copy of which is attached, his approval on behalf of the City.

Section 3. That 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

# CONTRACT CHANGE ORDER

NUMBER (3) Three

DATE November 19, 2019

TYPE OF PROJECT: CLA - Bechtle - 0.57, PID 99563

CONTRACTOR: Eagle Bridge Co., 800 S. Vandemark Rd., PO Box 59, Sidney, OH 45365

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

ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
	NOTE ATTACHED SHEETS		
TOTAL INCREASE			\$74,103.25
TOTAL DECREASE		(\$27,321.36)	

The sum of \$46,781.89 is hereby added to, ~~deducted from~~ the total. Therefore, the adjusted contract price to date is \$1,480,521.52.

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# CONTRACT CHANGE ORDER

CLA - Bechtle-0.57, PID 99563			
ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
202	Pipe Removed, 24" and Under 36 FT @ \$22.00		\$792.00
608	4" Concrete Walk 548.5 SF @ \$9.00		\$4,936.50
608	6" Concrete Walk 31.63 SF @ \$11.00		\$347.93
659	Repair Seeding and Mulching (44) SY @ \$1.50	(\$66.00)	
832	Erosion Control (4,708.40) EA @ \$1.00	(\$4,708.40)	
803	12" Conduit, Type B 36 FT @ \$110.00		\$3,960.00
254	Pavement Planing, Asphalt Concrete: (1.5" Depth) 742.09 SY @ \$18.00		\$13,357.62
301	Asphalt Concrete Base, PG64-22 15.74 CY @ \$230.00		\$3,620.20
407	Tack Coat 1 GAL @ \$2.50		\$2.50
441	Asphalt Concrete Surface Course, Type 1, (448), PG64-22 32.7 CY @ \$370.00		\$12,099.00
441	Asphalt Concrete Intermediate Course, Type 1, (448), PG64-22 22.03 TON @ \$300.00		\$6,609.00
*609	Curb, Type A, Straight 120 LF @ \$25.00		\$3,000.00
*609	Curb, Type A, Radius (24) LF @ \$25.00	(\$600.00)	
645	Railroad Symbol Marking, Type A 1 EA @ \$3,735.00		\$3,735.00
509	Reinforcing Steel, Replacement of Existing Reinforcing Steel, As Per Plan (15) LB @ \$0.90	(\$13.50)	
510	Dowel Holes with Nonshrink, Nonmetallic Grout (24) EA @ \$12.00	(\$288.00)	
518	6" Non-Perforated Corrugated Plastic Pipe, Including Specials (35) FT @ \$12.00	(\$420.00)	
846	Polymer Modified Asphalt Expansion Joint System (51) CF @ \$340.00	(\$17,340.00)	
614	Work Zone Lane Line, Class I, 4", 642 Paint (0.03) MILE @ \$2,990.00	(\$89.70)	
614	Work Zone Edge Line, Class I, 4", 642 Paint (0.266) MILE @ \$4,485.00	(\$1,193.01)	
614	Work Zone Edge Line, Class I, 4", 740.06, Type 1 (0.28) MILE @ \$6,000.00	(\$1,680.00)	

# CONTRACT CHANGE ORDER

CLA - Bechtle-0.57, PID 99563			
ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
614	Work Zone Dotted Line, Class I, 642 Paint (513) FT @ \$1.75	(\$897.75)	
616	Water (1) MGAL @ \$25.00	(\$25.00)	
SPEC	Extra Work on Bechtle Bridge for Old Foundation Removal, Catch Basin Repair, Extra Demolition and Extensions of Pier Caps, Walk and Curb Change for Drainage 1 LS @ \$21,643.50		\$21,643.50
TOTAL INCREASE			\$74,103.25
TOTAL DECREASE		(\$27,321.36)	

# Request for Commission Action City of Springfield, Ohio

Item Number: 207-18

Agenda Date: 11/26/19

Today's Date: 11/18/19

**Subject:** Change Order No. 1 with Associated Excavating, Inc., for Northern Heights Water and Sewer Improvements

**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: 19-193

Date of Prior  
Ordinance/Resolution: 7/2/19

## **Summary:**

In order to allow enough time for the project completion, due to unforeseen conflicts and obstacles underground, a contract change order is needed that extends the contract completion date from November 8, 2019 to May 1, 2020, and must be authorized by City Commission.

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

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

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

Confirming and approving Change Order No. 1 to the contract between the City and Associated Excavating, Inc. for the Northern Heights Water and Sewer Improvements Project, to extend the project completion date to May 1, 2020; and authorizing the City Manager to execute said Change Order No. 1.

...oooOOOooo...

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

Section 1. That this Commission hereby confirms and approves Change Order No. 1 to the contract between the City and Associated Excavating, Inc. for the Northern Heights Water and Sewer Improvements Project, to extend the project completion date to May 1, 2020.

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 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

# CONTRACT CHANGE ORDER

NUMBER 1 (One)

DATE November 18, 2019

TYPE OF PROJECT: Northern Heights Water & Sewer Improvements

CONTRACTOR: Associated Excavating, Inc., 10532 Westbrook Rd., Brookville, OH 45309

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

ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
	NOTE: CHANGE IN COMPLETION DATE ONLY		
TOTAL INCREASE			\$0.00
TOTAL DECREASE		\$0.00	

The sum of \$0.00 is hereby added to, deducted from the total. Therefore, the adjusted contract price to date is \$1,042,938.25.

The time provided for completion in the contract has been extended to May 1, 2020. 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: 251-19

**Agenda Date:** 11/12/19

**Today's Date:** 11/4/19

**Subject:** Airport Consultant for Springfield-Beckley Municipal Airport

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

**Department:** Airport

**Contact:** Tom Franzen, Asst. City Manager

- |  |  |   |
|--|--|---|
| <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 three-year contract for consulting services with Woolpert, Inc. for the Springfield-Beckley Municipal Airport. The total Not-to-Exceed amount for the project shall be \$650,000.00. Woolpert, Inc. was the lowest and best proposal of 6 proposals received.

It is anticipated that the City will receive \$620,000.00 from Federal and State Grants to fund this service with the remaining \$30,000.00 coming from local funds.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
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**Total Cost:     \$ 650,000.00**

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

Authorizing the City Manager to enter into a three-year Project Agreement with Woolpert, Inc., for Consulting Services at the Springfield-Beckley Municipal Airport, for an amount not to exceed \$650,000.00.

...oooOOOooo...

WHEREAS, the City's Purchasing Division has advertised for and received proposals for Consulting Services at the Springfield-Beckley Municipal Airport; and

WHEREAS, after receiving and reviewing the proposals submitted, the City's Purchasing Division has recommended a three-year Project Agreement with Woolpert, Inc., for an amount not to exceed \$650,000.00; and

WHEREAS, the City has applied for grants to fund payment for the Consulting Services; 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 three-year Project Agreement, a copy of which is attached hereto and is hereby approved, with Woolpert, Inc. for Consulting Services at the Springfield-Beckley Municipal Airport, for an amount not to exceed \$650,000.00, upon award of the grants necessary to fund payment for Consulting Services.

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

**PROJECT AGREEMENT**  
**CONSULTING SERVICES - 2019**

This Agreement entered into \_\_\_\_\_, 2019 between **THE CITY OF SPRINGFIELD, OHIO** (the "City") a municipal corporation whose mailing address is 76 East High Street, Springfield, Ohio 45502 and **WOOLPERT, INC.** ("Woolpert") an Ohio corporation whose mailing address is 4454 Idea Center Boulevard, Dayton, OH 45430-1500:

The City is seeking a consultant to provide airport consulting services (the "Services") meeting Federal Aviation Administration standards for various federal and non-federally funded projects at the Springfield-Beckley Municipal Airport (the "Airport").

The City and Woolpert have negotiated a mutually acceptable Agreement to accomplish the described Services in furtherance of the projects.

Woolpert and the City agree as follows:

**ARTICLE I – SCOPE OF SERVICES**

- Woolpert and City agree the intended scope of service is limited to and described within Attachment A: Scope of Work and included as if rewritten fully in this Article.

**ARTICLE II – FEES AND PAYMENT**

- Woolpert will require the following fees associated with the Scope of Work. These fees are described as follows:

<b>CLASSIFICATION</b>	<b>2019-2020 HOURLY RATE</b>	<b>2020-2021 HOURLY RATE</b>	<b>2021-2022 HOURLY RATE</b>
Principal	\$ 220.00	\$ 220.00	\$ 220.00
Senior Program Director	\$ 240.00	\$ 240.00	\$ 240.00
Program Director	\$ 185.00	\$ 190.00	\$ 195.00
Subject Matter Expert	\$ 190.00	\$ 195.00	\$ 195.00
Senior Project Manager	\$ 200.00	\$ 205.00	\$ 210.00
Project Manager	\$ 180.00	\$ 185.00	\$ 190.00
Senior Aviation Planner	\$ 176.00	\$ 181.00	\$ 186.00
Senior Project Engineer	\$ 153.00	\$ 157.00	\$ 161.50
Construction Manager	\$ 153.00	\$ 157.00	\$ 161.50
Senior Engineering Technician	\$ 128.00	\$ 132.00	\$ 136.00
Project Engineer	\$ 120.00	\$ 124.00	\$ 127.00
Aviation Planner	\$ 115.00	\$ 115.00	\$ 115.00
Engineering Technician	\$ 110.00	\$ 113.00	\$ 113.00
Grant Administrator	\$ 85.00	\$ 95.00	\$ 95.00

Clerical/Administrative Assistant	\$ 70.00	\$ 70.00	\$ 70.00
Intern	\$ 70.00	\$ 70.00	\$ 70.00

- City will pay invoices within 30 days of receipt.

### **ARTICLE III – SCHEDULE**

- City and Woolpert agree to the schedule set forth in the terms included in Attachment A.

### **ARTICLE IV – ADDITIONAL CLAUSES**

- **Dispute Resolution**

- City and Woolpert agree to attempt to resolve their disputes through mediation prior to commencing any litigation. Venue for mediation will be in Clark County, Ohio.

- **Termination**

- The City may at any time prior to the completion of full performance by Woolpert 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 convenience of the City, the City will compensate Woolpert for any work completed up to the date of termination.

- **Independent Contractor**

- It is agreed that Woolpert shall have the status of an independent contractor under this Agreement. Woolpert 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 Woolpert may use in performing its responsibilities under this Agreement.

- **Non-Discrimination and Compliance with Local Laws**

- Woolpert agrees to exercise usual and customary professional care in performance of services by or pursuant to this Agreement in its effort to comply with applicable federal, state and local constitutions, charters, statutes, ordinances, rules and regulations of whatever nature.
- It is unlawful for officials and employees of the City to receive gratuities.
- Discrimination by Woolpert on grounds of race, religion, color, ancestry, nature origin, sexual orientation or sex is unlawful and shall subject Woolpert to forfeiture.

- **Insurance**

- Woolpert shall maintain in effect throughout the term of this Agreement professional errors and omissions insurance with a liability limit of no less than \$2,000,000. Upon execution of this document Woolpert shall deliver to the City a certificate certifying to the City that such insurance is in effect and that it will not be cancelled without at least fifteen (15) days advance notice to the City, except for non-payment of premiums which would provide at least ten (10) days' notice.
- Woolpert shall maintain in effect throughout the term of this Agreement commercial general liability insurance, including contractual coverage, with a liability limit of no less than \$500,000 combined single limit coverage. Upon execution of this document Woolpert shall deliver to City a certificate certifying to City that such insurance is in effect and that it will not be cancelled without at least fifteen (15) days advance notice to City, except for non-payment of premiums which would provide at least ten (10) days' notice.
- **Indemnity by Woolpert**
  - Except as otherwise provided in this Agreement, Woolpert agrees to indemnify City from any liability and to save City harmless from any damage which Woolpert or City may suffer as a result from the negligent or intentionally wrongful acts or omissions of Woolpert or any employee or agent of Woolpert.
- **Omission and Waiver**
  - No delay or omission to exercise any right, power, or remedy accruing to either City or Woolpert upon any breach or default by the other party under this Agreement shall impair any such right or remedy nor shall it be construed to be waiver of any such breach or default, or any acquiescence therein or in any similar breach or default thereafter occurring.
- **Entire Agreement**
  - This Agreement and the Attachments hereto constitute 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.
- **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.
- **Binding**
  - This Agreement is binding upon and inures to the benefit of the parties hereto, their respective legal representatives, successors and assigns. Individuals signing this

Agreement represent and warrant that they are empowered and duly authorized to bind City and Woolpert, as this case may be, to the terms of this Agreement.

- **Severability**

- In the event that a court of competent jurisdiction finds any term of clause of this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms of clauses in the Agreement or the entire Agreement.

- **Electronic Signatures**

- This Agreement may be executed in counterpart, and may be executed by way of electronic signature, and if so, shall be considered an original.

APPROVED AS TO FORM  
AND CORRECTNESS:  
Jill N. Allen  
LAW DIRECTOR

By: \_\_\_\_\_  
Jason T. Irick, Assistant Law Director

Date: \_\_\_\_\_

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

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

**THE CITY OF SPRINGFIELD, OHIO**

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

Date: \_\_\_\_\_

**WOOLPERT, INC.**

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

Date: \_\_\_\_\_

## Attachment A: Scope of Work for Professional Service Agreement for Work at the Springfield-Beckley Municipal Airport (SGH)

### I. General Terms and Termination

This agreement is made by and between Woolpert, Inc. (Engineer) and City of Springfield, OH (Owner) for professional engineering services at the Springfield-Beckley Municipal Airport (SGH) in response to the Request for Qualifications (RFQ) dated Wednesday, July 24, 2019.

This agreement shall commence on     /     / 2019, and expire on     /     / 2022, unless earlier terminated or extended by amendment in accordance with this agreement.

Full performance of this Agreement is essential and the Owner may, at its option, and without limitation to other rights terminate this Agreement. The Engineer will be given 10 days written notice to respond to any noted deficiencies in performance. Failure to adequately address non-performance within this time period may result in termination by the Owner. This agreement may be terminated by either party at any time by providing thirty (30) days' prior written notice to the other party, whereupon such termination shall become effective upon the expiration of such 30-day period, whereupon such termination shall become effective upon the expiration of such 30-day period; provided, however, that the Owner may terminate this agreement with immediate effect in the event the Engineer materially breaches this agreement, whereupon such termination shall be effective on the date such notice is delivered.

The Engineer shall be compensated for Services properly rendered and for ancillary costs incurred prior to the effective date of termination or the date on which this Agreement expires in accordance with its terms and conditions. The Owner shall not be liable for services performed or costs incurred after such effective date of termination or such date of expiration. The Engineer acknowledges that upon expiration or termination of this Agreement, the Owner may seek a successor service provider to continue the Services, and the Engineer agrees to use its best efforts and to cooperate with the Owner in order to effect an orderly and efficient transition to any such successor.

### II. Scope of Services

During the term of this Agreement, the Engineer shall provide to the Owner the professional services ("Services") set forth in future attachments stated as Statements or Scope of Work (SOW) which shall be executed by duly authorized individuals of both the Owner and the Engineer and numbered sequentially as deemed necessary by the Owner. Per the Owner guidelines, the Engineer will need to submit a price proposal separately for each SOW.

The SOW shall follow the Owner's rules and regulations. Where applicable to FAA regulations, the stipulated services must have an Independent Fee Analysis (IFE). The Owner shall identify the third party or conduct the IFE internally when accepted by the Federal Aviation Association (FAA). Woolpert shall assist in this process as required by the FAA Advisory Circulars.

The following projects and services have been identified in the RFQ that currently define the basic SOW as stated in Exhibit A (Attachment B). They include:

- Crack Repair and crack sealing of RW 06/24 - Design and Construction;
- Obstacle Removal on RW 15 & 06 ends - Design & Construction;
- Rehabilitation of RW 15/33 - Design and Construction;
- Realign TW C/H - Design & Construction;
- Wildlife Perimeter Fencing - Design & Construction;
- Acquire Land on RW 06 end;
- Construct Airport Maintenance Facility - Design & Construction;
- Parking lot and Access Drive Rehabilitation - Design & Construction;
- Associated Services: Minor ALP Updates, Programming (e.g. Grant Administration and Grant Application Support), Drainage, Environmental, Approach Clearing, Paint Marking, Crack Sealing, NAVAID/electrical, land acquisition, and/or planning/user survey studies.

The Owner, at its own sole discretion shall have the right to add and remove future projects from the scope of services (e.g. those added to the FAA Capital Improvement Plan (CIP) within the agreement contractual period). The following projects and services have been identified in the RFQ that best describe these potential projects as stated in Exhibit A (Attachment B). They include:

- New Terminal Facility, Airfield Lighting Rehabilitation, Rehabilitation of RW 06/24, Widening of Taxiway J/ F, Apron and Corporate Taxiway Extension, Taxi lane Rehabilitation (Hangars)- Preventative Maintenance, General Aviation Hangars, Fuel Farm, AWOS Upgrades, UAS Integration, and Industrial Park Development, airport inspections, letters of correction, and/or emergency circumstances.

The Owner shall use the Engineer as an exclusive provider of services in the Exhibit A (Attachment B) for the term of the Agreement or otherwise agreed to in writing by both parties, unless:

- a) The Engineer is not eligible to fulfill the requirements herein;
- b) The Owner is obligated to move to the next qualifications respondent because of the Engineer's inability to fulfill the requirements;
- c) This agreement is terminated for reasons as stipulated in this agreement.

The Engineer shall have no opportunity to determine who the future provider of services shall be if the Engineer is determined to not be eligible to fulfill the requirements of this Agreement.

### III. Rates and Charges

The following are the basic aviation Engineer rates and charges for work as defined by the current types of projects anticipated. These may be increased, decreased, or have new classifications added with Owner approval only or as provided in each separate agreement.

CLASSIFICATION	2019-2020 HOURLY RATE	2020-2021 HOURLY RATE	2021-2022 HOURLY RATE
Principal	\$ 220.00	\$ 220.00	\$ 220.00
Senior Program Director	\$ 240.00	\$ 240.00	\$ 240.00
Program Director	\$ 185.00	\$ 190.00	\$ 195.00
Subject Matter Expert	\$ 190.00	\$ 195.00	\$ 195.00
Senior Project Manager	\$ 200.00	\$ 205.00	\$ 210.00
Project Manager	\$ 180.00	\$ 185.00	\$ 190.00
Senior Aviation Planner	\$ 176.00	\$ 181.00	\$ 186.00
Senior Project Engineer	\$ 153.00	\$ 157.00	\$ 161.50
Construction Manager	\$ 153.00	\$ 157.00	\$ 161.50
Senior Engineering Technician	\$ 128.00	\$ 132.00	\$ 136.00
Project Engineer	\$ 120.00	\$ 124.00	\$ 127.00
Aviation Planner	\$ 115.00	\$ 115.00	\$ 115.00
Engineering Technician	\$ 110.00	\$ 113.00	\$ 113.00
Grant Administrator	\$ 85.00	\$ 95.00	\$ 95.00
Clerical/Administrative Assistant	\$ 70.00	\$ 70.00	\$ 70.00
Intern	\$ 70.00	\$ 70.00	\$ 70.00

#### Notes

Survey, Architectural, MEP, Geospatial and Construction Inspector Rates to be Provided on a Project Basis.



A RESOLUTION NO. \_\_\_\_\_

Consenting to the appointment of Charles Harris to serve as the City Planning Board's Representative to the Board of Zoning Appeals.

...oooOOOooo...

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

Section 1. That the City Commission hereby consents to the appointment, made by its President, of Charles Harris to serve as the City Planning Board's Representative to the Board of Zoning Appeals for the balance of his City Planning Board term ending March 26, 2022.

Section 2. That the Clerk of the City Commission is directed to certify copies of this Resolution to Charles Harris and the Board of Zoning Appeals.

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

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

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

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

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

**Item Number:** 014-19

**Agenda Date:** 11/26/19

**Today's Date:** 11/20/19

**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.

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

**SUPPLEMENTAL APPROPRIATIONS  
2019 Appropriations  
November 26, 2019**

**100 GENERAL FUND**

City Manager's Office	Other Services	1,000.00
Public Works / Fleet Maintenance	Personal Services	25,000.00
Information Technology	Other Services	22,000.00
Service / Facilities	Personal Services	10,000.00
		<u>58,000.00</u>

**401 PERMANENT IMPROVEMENT FUND**

Other Services	50,000.00
	<u>50,000.00</u>

**701 CENTRAL STORES ROTARY FUND**

Central Services / Stores	Personal Services	500.00
		<u>500.00</u>

# Request for Commission Action City of Springfield, Ohio

Item Number: 013-19

**Agenda Date:** 11/26/19

**Today's Date:** 11/20/19

**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 November 26, 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 11/26/19

Department	Vendor	Invoice #	Amount of Moral Ob.	Account #	Invoice Amount
CSC - Sewer Admin. PO was not in place.	West Central Ohio Port Authority <i>Confirm &amp; Approve</i>	4691	\$ 853.95	331322-4211	\$ 853.95
CSC - Water Admin. PO was not in place.	West Central Ohio Port Authority <i>Confirm &amp; Approve</i>	4642	\$ 528.96	221226-4211	\$ 528.96
Municipal Court - Judicial PO was not in place.	CND Security Inc.	741423	\$ 227.25	620609-4316	\$ 227.25
Police PO was not in place.	Maglocien, Inc. <i>Confirm &amp; Approve</i>	3760	\$ 133.33	100149-4200	\$ 400.00
Street Maintenance Invoice exceeds balance remaining on PO.	Baldwin & Sours Inc.	62159	\$ 251.00	910919-4421	\$ 1,725.00
PI - NTPRD Invoice exceeds balance remaining on PO.	Cimco Refrigeration Inc.	90697051	\$ 182.20	410589-6050 PR7547	\$ 4,011.09

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 259-19

**Agenda Date:** 11/26/2019

**Today's Date:** 11/20/2019

**Subject:** Confirm & Approve - Apply & Accept FY20 Ohio Transit Partnership Program (OTP2) Grant

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

**Department:** Springfield City Area Transit (SCAT)

**Contact:** Nikki Weber, x7382

- |   |   |   |
|---|---|---|
| <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 City Commission authorize the City Manager and Finance Director to apply for and accept the FY2020 Ohio Transit Partnership Program (OTP2) Grant with the Ohio Department of Transportation. This grant application will include assistance for operating, capitalized maintenance, and ADA paratransit expenses totaling \$225,000 for SY2020. The source of the funds for this program are state general revenue funds and there is no match requirement. The effective date of the grant agreement is July 18, 2019.

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

Emergency action necessary for timely submission of grant documents.

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

**Total Cost:**



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

Authorizing the City Manager to apply for and enter into an agreement with the Ohio Department of Transportation for aid in the financing of preventive maintenance, ADA paratransit, and operating activities pursuant to the FY2020 Ohio Transit Partnership Program (OTP2) Grant in the amount of \$225,000.00; confirming and approving all related expenditures from July 18, 2019 to the passage of this Ordinance; authorizing the City Manager and the Director of Finance to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant application and corresponding agreement and to comply with all relevant local, state and federal legal requirements and to provide assurances and additional information as required by the Ohio Department of Transportation; and declaring an emergency.

...oooOOOooo...

WHEREAS, the City wishes to apply for FY2020 Ohio Transit Partnership Program (OTP2) Grant funds from the Ohio Department of Transportation for transit related expenditures; and

WHEREAS, Springfield City Area Transit (SCAT) is the transit operator for the City of Springfield, Ohio; and

WHEREAS, it is necessary that this Ordinance become effective immediately to comply with grant submission deadlines imposed by the Ohio Department of Transportation, which this City Commission finds creates an emergency to preserve the public peace, property, health and safety, necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

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

Section 1. That the City Manager is authorized to apply for and enter into an agreement with the Ohio Department of Transportation for aid in the financing of preventive maintenance, ADA paratransit, and operating activities pursuant to the FY2020 Ohio Transit Partnership Program (OTP2) Grant in the amount of \$225,000.00, said agreement being substantially similar to the FY2018 agreement attached hereto.

Section 2. That the City Manager is authorized to execute and file with such applications assurances required by the governmental agencies that the City is in compliance with and shall comply with applicable laws.

Section 3. That the City Manager is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with

the applications for the program of projects.

Section 4. That the City Manager is authorized to set forth and execute affirmative minority business policies in connection with the program of projects' procurement needs.

Section 5. That the City Manager is authorized to execute a grant agreement on behalf of The City of Springfield, Ohio with the Ohio Department of Transportation for aid in the financing of the transit related preventive maintenance, ADA paratransit, operating, and planning activities.

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION,  
AND THE  
CITY OF SPRINGFIELD  
MOU No. 083-OTPP-18-0200, CFDA 20.205

This Memorandum of Understanding (MOU) is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223 (ODOT), and the City of Springfield, City Hall 76 East High Street, Springfield, OH 45502.

SECTION 1: PURPOSE

1.1 The purpose of this MOU is to establish the respective responsibilities of the parties with regard to the FY2018 Ohio Transit Preservation Partnership Program (OTPPP) and to set forth the rights and duties of the parties as a result of that obligation.

1.2 The National Transportation Act has certain Federal provisions for the use of federal highway funds for use by local public transportation systems for transit projects.

1.3 ODOT has been designated by the Federal Highway Administration (FHWA) as the agency in Ohio to administer the obligation of federal funds transferred for eligible projects. ODOT obligates these federal highway funds as flexible funds transfers and is notified by the Federal Transit Administration (FTA) when the federal funds have been transferred for an eligible project within an FTA grant.

1.4 Section 5501.03(A)(3) of the Ohio Revised Code provides that the Director of Transportation may coordinate the activities of ODOT with other appropriate public authorities and enter into contracts with such authorities as necessary to carry out its duties, powers and functions.

1.5 City of Springfield is a political subdivision of the State of Ohio, and is authorized to provide transit service to the citizens of Clark County by Section 306.01 or 306.32 of the Ohio Revised Code. City of Springfield is responsible for the OTPPP project as defined under CFR 9030.1E for project (s) costs eligibility.

SECTION 2: OBLIGATIONS OF City of Springfield:

2.1 Agrees to enter a grant into the FTA grants management system to facilitate the federal grant approval process and subsequent implementation of the Project.

2.2 Agrees to comply fully with all federal, state and local laws, regulations, rules, executive orders and other legal requirements, as the same may be amended from time to time.

2.3 Agrees to submit all such data, reports, records, contracts, financial records, and other documents relating to the Project as required by ODOT, FTA and any federal authority as requested from time to time.

2.4 Agrees to provide a final report of expenditures for the Project within 30 days of the final drawdown of federal funds.

SECTION 3: OBLIGATIONS OF ODOT

3.1 ODOT agrees to obligate \$695,000 in federal funds for the 'Vehicle' Project(s) based upon City of Springfield's adherence to the following Project milestones:

Event Description	Milestone Date
RFP/IFB Out for Bid	04/30/2018
Contract Award to Vendor	07/31/2018

1st Vehicle Delivered	09/30/2019
Last Vehicle Delivered	09/30/2019
Contract Complete	12/31/2019

3.2 ODOT agrees to obligate in federal funds for the 'Non-Vehicle' Project(s) based upon City of Springfield's adherence to the following Project milestones:

Event Description	Milestone Date
-------------------	----------------

Time Frame	-
------------	---

3.3 ODOT agrees to obligate \$660,000 in federal funds for the 'Capitalized Maintenance' Project(s) based upon City of Springfield's adherence to the following Project milestones:

Event Description	Milestone Date
-------------------	----------------

Time Frame	01/01/2018 - 03/31/2019
------------	-------------------------

Changes to these dates must be approved in writing by ODOT.

3.4 All federal obligations by City of Springfield are subject to the determination by FTA and ODOT that sufficient federal funds are available to obligate for the Project.

#### SECTION 4: TERM; NOTICE

4.1 The MOU shall terminate at the end of the biennium on 06/30/2020 . Any renewals of the MOU beyond the current biennium shall be by separate written addendum.

4.2 All notices and reports to be given or made hereunder shall be emailed or mailed to the following:

For ODOT:

For City of Springfield:

Charles Dyer, Administrator  
Office of Transit, Mail Stop 3110  
1980 West Broad Street  
Columbus, Ohio 43223

James Bodenmiller, City Manager  
City Hall 76 Est high Street  
Springfield, OH 45502

#### SECTION 5: TERMINATION

5.1 ODOT may terminate its agreement with City of Springfield with no federal funds committed if the federal project is non-performed for any reason.

#### SECTION 6: GENERAL PROVISIONS

6.1 This MOU constitutes the entire MOU between the parties, and any changes or modifications to this MOU shall be made and agreed to in writing.

6.2 Neither this MOU nor any rights, duties, or obligations described herein shall be assigned by any party hereto without the prior express written consent of the other party.

6.3 This MOU shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio. To the extent that ODOT is a party to any litigation arising out of, or relating in any way to the MOU or the performance thereunder such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

6.4 This MOU constitutes the entire agreement between the parties, and any changes or modifications to this MOU shall be made and agreed to by all parties in writing.

6.5 State Audit Findings: Contractor affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to

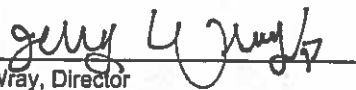
this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

**SECTION 7: SIGNATURES**

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


IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year last written below.

**STATE OF OHIO  
DEPARTMENT OF TRANSPORTATION**

By:   
Jerry Wray, Director

Date: 01/24/2018

**CITY OF SPRINGFIELD**

By:   
James Bodenmiller, City Manager

Date: 01/24/2018

# Signature Certificate

 Document Reference: RI2DGGI89KP5VSSEKD4229

**RightSignature**  
Easy Online Document Signing



**Jennifer Townley**  
Party ID: I2ZZUXJDY5MGRYI72TH3IT  
IP Address: 156.63.133.8  
**VERIFIED EMAIL:** jennifer.townley@dot.ohio.gov

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

37f2465333e220e7d6139152719194cddd678217



**James Bodenmiller**  
Party ID: VLJK25IT1388N6T18BLR4K  
IP Address: 69.61.135.162  
**VERIFIED EMAIL:** jbodenmiller@springfieldohio.gov

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

c6c80aad776737d73970de9ecade15b7916829ed



## Timestamp

2018-01-24 13:33:36 -0800

2018-01-24 13:33:35 -0800

2018-01-24 13:33:35 -0800

2018-01-24 13:33:12 -0800

2018-01-24 06:55:21 -0800

2018-01-24 06:55:20 -0800

2018-01-24 06:53:52 -0800

2018-01-10 08:08:26 -0800

## Audit

All parties have signed document. Signed copies sent to: Nikki Weber, Heather Byers, Jennifer Townley, and James Bodenmiller.

Document signed by Jennifer Townley (jennifer.townley@dot.ohio.gov) with drawn signature. - 156.63.133.8

Jennifer Townley (jennifer.townley@dot.ohio.gov) has viewed Consumer Disclosure and affirmatively consented. - 156.63.133.8

Document viewed by Jennifer Townley (jennifer.townley@dot.ohio.gov). - 156.63.133.8

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

James Bodenmiller (jbodenmiller@springfieldohio.gov) has viewed Consumer Disclosure and affirmatively consented. - 69.61.135.162

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

Document created by Heather Byers (heather.byers@dot.ohio.gov). - 156.63.133.8



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

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 260-19

Agenda Date: 11/26/2019

Today's Date: 11/13/2019

Subject: Accept Ohio Department of Transportation Elderly & Disabled Grant for 2020

Submitted By: Logan M. Cobbs, Assistant to the City Manager

Department: Springfield City Area Transit (SCAT)

Contact: Nikki Weber, Treasurer

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

Prior  
Ordinance/Resolution:

Date of Prior  
Ordinance/Resolution:

### **Summary:**

Respectfully request City Commission to authorize the City Manager to enter into a Grant Contract with the State of Ohio, Department of Transportation to accept funds for FY 2019 in the amount of \$23,988.00 from the Ohio Elderly and Disabled Transit Fare Assistance Program; authorizing the City Manager and Finance Director to perform all acts and execute all documents considered necessary to fulfill the City's obligations under said contract, to comply with all relevant local, state, and federal legal requirements, and to provide assurances and additional information as required by the Ohio Department of Transportation.

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

Emergency action is requested in order to comply with the grant program timeline requirements.

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

**Total Cost:**

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

Authorizing the City Manager to enter into a Grant Contract with the State of Ohio, Department of Transportation to accept funds in the amount of \$23,988.00 from the Ohio Elderly and Disabled Transit Fare Assistance Program; authorizing the City Manager and Director of Finance to perform all acts and execute all documents considered necessary to fulfill the City's obligations under said contract, to comply with all relevant local, state and federal legal requirements, and to provide assurances and additional information as required by the Ohio Department of Transportation; and declaring an emergency.

...oooOOOooo...

WHEREAS, the State of Ohio, Department of Transportation, has made available funds in the amount of \$23,988.00 to assist public transportation systems in Ohio; and

WHEREAS, the Springfield City Area Transit is presently providing transit service and observing all federal and state rules regarding these programs; and

WHEREAS, the City wishes to accept funding from the Ohio Department of Transportation for the Ohio Elderly and Disabled Transit Fare Assistance Program; and

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

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

Section 1. That the City Manager is hereby authorized to enter into a Grant Contract with the State of Ohio, Department of Transportation, a copy of which is attached hereto and is hereby approved, to accept funds in the amount of \$23,988.00 from the Ohio Elderly and Disabled Transit Fare Assistance Program.

Section 2. That the City Manager and the Director of Finance are hereby authorized to perform all acts and execute all documents considered necessary to fulfill the City's obligations under said grant contract, to comply with all relevant local, state and federal legal requirements, and to provide assurances and additional information as required by the Ohio Department of Transportation.

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



# OHIO DEPARTMENT OF TRANSPORTATION

**ELDERLY AND DISABLED TRANSIT FARE  
ASSISTANCE PROGRAM**

**GRANT CONTRACT**

**BETWEEN**

**CITY OF SPRINGFIELD**

**AND THE**

**STATE OF OHIO  
DEPARTMENT OF TRANSPORTATION**

**CONTRACT NO. EHTA-0083-GRF-201**

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION  
OFFICE OF TRANSIT  
ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE GRANT CONTRACT  
CONTRACT NO. EHTA-0083-GRF-201

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and City of Springfield agree as follows.

ARTICLE I

DEFINITIONS

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

**Administrator:** the Administrator of ODOT's Office of Transit.

**Contract:** this Contract, which is identified as Contract No. EHTA-0083-GRF-201

**Disabled:** any person with a mental or physical impairment limiting one or more major life functions as defined by the Americans with Disabilities Act (ADA Act) 49 CFR Part 37.

**Elderly:** any person 65 years of age or older.

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

**Grant Contract:** a Program grant contract, including but not limited to this Contract.

**Grantee:** City of Springfield.

**Private Non-Profit Organization:** an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code and is designated by a Board of County Commissioners to provide public transit service.

**Program:** the Elderly and Disabled Transit Fare Assistance Program funded by Am. Sub. H.B. 66 enacted by the 126th Ohio General Assembly which provides state funds for reduced fares.

**Project Contractor:** an independent supplier of public transit service, whether public, private or private nonprofit, which has an agreement with the Grantee to offer reduced fares.

**Public Transit Service:** a publicly owned or operated transportation system using buses, rail vehicles or other surface conveyances to provide transportation service to the general public on a regular and continuing basis, and receive State or Federal funding through the Rural Transit Program or the Urban Transit Program.

**Reduced Fare:** a fare offered by the public transportation system for elderly and people with disabilities which is no greater than one-half (1/2) the regular adult fare.

**Regular Adult Fare:** the lowest fare for a one way trip that has a one-half (1/2) fare option for persons who are elderly or for persons who have a disability.

**Service Area:** City of Springfield, Upper Valley Mall & Clark State Community College.

## ARTICLE II

**SECTION 1. PURPOSE OF CONTRACT:** The purpose of this Contract is to reimburse public transportation systems who offer reduced fares to the elderly and disabled in accordance with the program policy and procedure.

**SECTION 2. SCOPE OF PROJECT:** The Grantee shall apply all grant funds provided under this contract to the costs incurred in the provision of public transit service within City of Springfield, Upper Valley Mall & Clark State Community College.

The Grantee shall undertake reasonable marketing efforts to ensure that elderly people and people with disabilities in the service area are made aware of the reduced fares.

**SECTION 3. GRANT FUNDS:** ODOT agrees to provide Grant Funds to the Grantee for the Project in the amount of Twenty-Three Thousand, Nine Hundred Eighty-Eight Dollars (\$23988).

Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount stated in the first sentence of this Section and shall be required to pay only such amount as it may determine.

Pursuant to Ohio Revised Code (ORC) Section 126.07, this agreement shall be valid and enforceable only if funds are appropriated and the Director of OBM certifies that there is a balance in the appropriation not previously obligated to pay existing obligations. In pertinent part, Section 126.07 states the following:

"No contract, agreement or obligation involving the expenditure of money chargeable to an appropriation, nor any resolution or order for the expenditure of money chargeable to an appropriation shall be valid and enforceable unless the Director of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations."

Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 1 of the program fiscal year.

**SECTION 4. METHOD OF PAYMENT TO GRANTEE:** ODOT shall pay the Grantee the amount of grant funds specified in Section 3 in accordance with the program policy and procedure.

**SECTION 5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS:** The Grantee and all Project Contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to public transportation systems and public transit service.

**SECTION 5.1 OHIO ETHICS LAW:** Grantee agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics Law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**SECTION 5.2 OHIO ELECTIONS LAW:** Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

**SECTION 6. SERVICE CHANGES:** The Grantee shall submit to the Administrator a report of all fare changes and any significant trends or developments during the period covered by the grant which have occurred as a result of the Program.

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

**SECTION 7. PROJECT ADMINISTRATION:** Upon request by ODOT the Grantee shall return any overpayment of grant funds to ODOT not later than forty-five days after notice by ODOT that an overpayment to the Grantee has occurred.

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

**SECTION 8. CHANGE IN CONDITIONS OR LAW AFFECTING PERFORMANCE:** The Grantee shall immediately notify ODOT of any change in conditions or local law or of any other event which may affect its ability to carry out its responsibilities in accordance with the provisions of the Contract.

**SECTION 9. DEFAULT:** Neglect or failure of the Grantee to comply with any of the terms, provisions or conditions of this Contract or of any other grant contract entered into between ODOT and the Grantee or failure of any representation made to ODOT by the Grantee in connection with any such contract to be true shall be an event of default, whether or not payment of grant funds has been fully or partially made.

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

No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity.

No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

**SECTION 10. NO ADDITIONAL WAIVER IMPLIED:** If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed

to waive any other breach hereunder.

**SECTION 11. SEVERABILITY:** If any provision of this Contract is held to be invalid or unenforceable by a court jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

**SECTION 12. REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE:** The Grantee hereby represents and warrants that it is a county transit board or regional transit authority established pursuant to Chapter 306 of the Ohio Revised Code, a county, a municipality or a private nonprofit corporation and that it has full power and authority to enter into this Contract and to perform its obligations hereunder.

**SECTION 13. PROGRAM POLICY AND PROCEDURE:** The current Policy and Procedure for the Elderly and Disabled Transit Fare Assistance Program as determined by ODOT are incorporated into this grant agreement in its entirety.

**SECTION 14. FINDINGS FOR RECOVERY:** No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

**SECTION 15. OFFER; EFFECTIVE DATE:** When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Grantee. This Contract shall become effective upon its execution by ODOT and the Grantee, and the obligations of the parties hereunder shall then begin.

**SECTION 16. GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:** The Grantee affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, ODOT reserves the right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided ODOT in this Contract. The Executive Order is provided as an attachment and also is available at the following website: (<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>).

The Grantee agrees to complete the attached Executive Order 2019-12D Affirmation and Disclosure Form, which is incorporated and becomes a part of this Contract.

**SECTION 17. - ASSIGNMENT/DELEGATION:** The Grantee will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

**SECTION 18. MODIFICATIONS:** This grant and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the Grantee.

**SECTION 19. INDEPENDENCE OF GRANTEE:** In no event shall the Grantee or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US Dot.

The Grantee agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of ODOT, the State or US DOT and will not by reason of any relationship with ODOT or US DOT make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

**SECTION 20. CONTRACTS OF THE GRANTEE:** The Grantee shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Projects without the express prior written consent of ODOT.

**SECTION 21. CONTRACT DISPUTE RESOLUTION:** In the event of a dispute in the interpretation of the provisions of this Contract, such dispute shall be settled through negotiation between the Administrator and the Grantee. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.

The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the Projects and shall notify the Administrator of any current or prospective litigation pertaining to any such third party contract.

The Grantee hereby agrees that US DOT and ODOT shall receive, respectively through ODOT, the Federal share and State share of any proceeds derived from any third party recovery.

**SECTION 22. DRUG-FREE WORK PLACE:** Grantee agrees to comply with all applicable State and Federal laws regarding a drug-free work place. Grantee shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

**SECTION 23. FEDERAL NONDISCRIMINATION REQUIREMENTS:**

Grantee agrees to ensure that disadvantaged business enterprises, as such are defined in 49 CFR PART 26, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement. Pursuant to 49 CFR 26.13(b), Grantee agrees not to discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Grantee agrees to carry out applicable requirements of 49 CFR PART 26 in the award and administration of DOT-assisted contracts. Grantee understands that failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Ohio Department of Transportation deems appropriate.

During the performance of this agreement, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

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

clause. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).

3. The CONTRACTOR agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. CONTRACTOR shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the CONTRACTOR's compliance with Title VI.
4. Compliance with Regulations: The CONTRACTOR (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
5. Non-discrimination: The CONTRACTOR, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of Sub-contractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in paragraph 10 below, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
6. Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CONTRACTOR for work to be performed under a sub-contractor, including procurements of materials, or leases of equipment, each potential sub-contractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
7. Information and Reports: The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
8. Sanctions for Noncompliance: In the event of a CONTRACTOR's noncompliance with the Nondiscrimination provisions of this Agreement, ODOT will impose such Agreement sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies; and/or
  - b. cancelling, terminating, or suspending of the Agreement, in whole or in part.



9. **Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs one through nine in every sub-contractor, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any sub-contractor or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a Sub-contractor, or supplier because of such direction, the CONTRACTOR may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.
10. During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and CONTRACTOR's, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

**SECTION 24. GOVERNING LAWS:** This agreement and any claims arising out of this agreement shall be governed by the laws of the State of Ohio. Any provision of this agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Ohio, and the owner hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

**SECTION 25. NOTICE:** Notice under this Agreement shall be directed as follows:

IF TO GRANTEE	IF TO ODOT
City of Springfield Transportation City Hall 76 East High Street Springfield, Ohio 45502	Ohio Department of 1980 West Broad Street Columbus, Ohio 43223

**SECTION 26. SIGNATURES:** Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

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

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

**FOR THE GRANTEE:**

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

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**STATE OF OHIO,  
DEPARTMENT OF TRANSPORTATION:**

By: \_\_\_\_\_  
Jack Marchbanks, Ph.D., Director

Date: \_\_\_\_\_

**For Use by Office of Chief Legal  
Counsel Only:**

Date Received:

# Request for Commission Action City of Springfield, Ohio

Item Number: 026-15

Agenda Date: 11/26/2019

Today's Date: 11/19/2019

Subject: Rent Reduction with Berner Farms

Submitted By: Jill N. Allen, Law Director

Department: Law - Civil

Contact: Jill N. Allen, x7351

- |   |   |   |
|---|---|---|
| <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: 15-21

Date of Prior  
Ordinance/Resolution: 1/20/2015

## **Summary:**

It is respectfully requested that City Commission authorize a reduction in the 2019 rent of Berner Farms Cropland Lease Agreement in the amount of \$2,347.72. This reduction is due to some of the crop land being untillable. Berner Farms should not be charged for land they could not use.

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

Emergency action is requested in order to adjust the amount due prior to the due date.

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

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

Authorizing a reduction in the 2019 rent of the Berner Farms Cropland Lease Agreement in the amount of \$2,347.72; and declaring an emergency.

...oooOOOooo...

WHEREAS, the City entered into a Cropland Lease Agreement with Berner Farms as authorized in Ordinance No. 15-21; and

WHEREAS, leased crop land was untillable in 2019 and Berner Farms should not be required to pay for land it could not use; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to adjust the amount due prior to the due date, 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 a reduction in the 2019 rent of the Berner Farms Cropland Lease Agreement in the amount of \$2,347.72 due to some of the crop land being untillable 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: 261-19

Agenda Date: 11/26/2019

Today's Date: 11/19/2019

Subject: Shelter + Care 2 Grant Agreement and Subrecipient Funding Agreement

Submitted By: Shannon Meadows

Department: Community Development

Contact: Jackie Sudhoff

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

Prior  
Ordinance/Resolution:

Date of Prior  
Ordinance/Resolution:

### **Summary:**

Requesting Commission action authorizing the City Manager to enter into a Grant Agreement between the City of Springfield and the Department of Housing and Urban Development (HUD) for the Continuum of Care (Shelter + Care 2 Grant # OH0295L5E071810) in the amount of \$33,352 and to enter into a Subrecipient Funding agreement with Springfield Metropolitan Housing Authority to carry out the program activities in an amount not to exceed \$30,348. This grant provides Sponsor Based Rental Assistance and Administration funds to house disabled homeless households and provides for social services provision as part of the match required by the grant.

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

Staff is requesting emergency action to authorize the City Manager to sign the Grant Agreement with HUD and the subrecipient funding agreement effective December 1, 2019. The 2018-19 grant expires November 30, 2019. SMHA provides continuous service and rental assistance to the clients served by this grant. Prolonging the City's process would cause undue financial hardship on the city and its subrecipients.

Department/Division	Fund Description	Account Number	Actual Cost
CD			\$33,352.00

**Total Cost: \$ 33,352.00**

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

Authorizing the City Manager to enter into a Shelter Plus Care 2 Grant Agreement (Grant #OH0295L5E071810) with the United States Department of Housing and Urban Development in an amount not to exceed \$33,352.00; authorizing the City Manager and the Director of Finance to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grant agreement and to comply with all relevant local, state and federal legal requirements; authorizing the City Manager to enter into a Subrecipient Funding Agreement (Shelter Plus Care 2 Sponsor Based Rental Assistance -- 2019-2020) by and among the City, Springfield Metropolitan Housing Authority and the District Council of Springfield, Ohio of St. Vincent DePaul, Inc. to conduct a Shelter Plus Care 2 funded Sponsor Based Rental Assistance and Administration Program in an amount not to exceed \$30,348.00; and declaring an emergency.

...oooOOOooo...

WHEREAS, the City has applied for and received approval for a Shelter Plus Care 2 Grant Agreement (Grant #OH0295L5E071810) with the United States Department of Housing and Urban Development in an amount not to exceed \$33,352.00; and

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

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

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

Section 1. That the City Manager is hereby authorized to enter into a Shelter Plus Care 2 Grant Agreement (Grant #OH0295L5E071810) with the United States Department of Housing and Urban Development in an amount not to exceed \$33,352.00, a copy of which is attached hereto and is hereby approved.

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

Section 3. That the City Manager is hereby authorized to enter into a Subrecipient Funding Agreement (Shelter Plus Care 2 Sponsor Based Rental Assistance -- 2019-2020) by and among the City, Springfield Metropolitan Housing Authority and the District Council of Springfield, Ohio of St. Vincent DePaul, Inc. to conduct a Shelter Plus Care 2 funded Sponsor Based Rental Assistance and Administration Program in an amount not to exceed \$30,348.00, a copy of which is attached hereto and is hereby approved.

Section 4. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

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

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

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



**Recipient Name: City of Springfield**  
**Grant Number: OH0295L5E071810**  
**Tax ID Number: 31-6000056**  
**DUNS Number: 079426334**

**SCOPE OF WORK for  
FY2018 COMPETITION  
(funding 1 project in CoCs with multiple recipients)**

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 33352 for project number OH0295L5E071810. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 30348
g. Supportive services	\$ 0
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 0
j. Administrative costs	\$ 3004
k. Relocation Costs	\$ 0

**I. HPC homelessness prevention activities:**

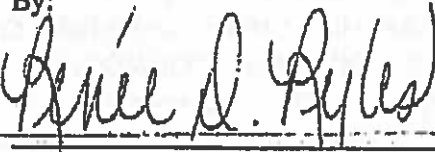
Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins 12-01-2019 and ends 11-30-2020. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

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

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

By:

  
\_\_\_\_\_  
(Signature)

Renee Ryles, Director  
\_\_\_\_\_  
(Typed Name and Title)

May 9, 2019  
\_\_\_\_\_  
(Date)

**RECIPIENT**

City of Springfield  
\_\_\_\_\_  
(Name of Organization)

By:

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

**SUBRECIPIENT FUNDING AGREEMENT**  
**(SHELTER PLUS CARE 2 SPONSOR BASED RENTAL ASSISTANCE – 2019-2020)**

THIS AGREEMENT is effective the \_\_\_\_ day of \_\_\_\_\_, 2019, by and among **THE CITY OF SPRINGFIELD, OHIO** (hereinafter referred to as "CITY"), an Ohio municipal corporation, whose mailing address is 76 East High Street, Springfield, Ohio 45502, **SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**, an Ohio not-for-profit corporation, whose mailing address is 101 West High Street, Springfield, Ohio 45505 (hereinafter referred to as "SUBRECIPIENT"), the **DISTRICT COUNCIL OF SPRINGFIELD, OHIO OF ST. VINCENT DePAUL, INC.**, an Ohio not-for-profit corporation, whose mailing address is 2425 East High Street, Springfield, Ohio 45505 (hereinafter referred to as "SPONSOR")

**WITNESSETH:**

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

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

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

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

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

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

2. Program Requirements. SUBRECIPIENT and SPONSOR each, are required to carry out the Assistance Program in compliance with all federal laws and regulations in 24 CFR Part 578, Department of Housing and Urban Development, which is incorporated herein and made a part hereof as if fully rewritten as well as complying with the requirements specified in ATTACHMENT I - Work Program. Notwithstanding the foregoing:
  - a. The SUBRECIPIENT and SPONSOR do not assume the CITY's environmental responsibilities.
  - b. The SUBRECIPIENT and SPONSOR do not assume the CITY's responsibility for initiating the review process under Executive Order 12372, as described in 24 CFR Section 92.359.
3. Scope of Service.
  - a. The SUBRECIPIENT and SPONSOR hereby agree to utilize funds made available under the Assistance Program and provided by CITY to SUBRECIPIENT for the purpose of implementing the above-mentioned Assistance Program as described in ATTACHMENT I - Work Program. Changes in ATTACHMENT I - WORK PROGRAM may be requested from time-to- time by either the CITY, SUBRECIPIENT or the SPONSOR and shall be incorporated in written amendments to this Agreement. The SUBRECIPIENT certifies that it will utilize the funding provided by the CITY to provide the Shelter Plus Care 2 funded – Sponsor Based Rental Assistance to eligible persons living in Clark County; provided that no funding shall be expended for administrative activities (i.e. money not paid directly to the tenant sponsor).
  - b. Interfaith Hospitality Network, Inc. is expected to perform screening functions for SPONSOR'S clients which may qualify for sponsor based rental assistance and refer qualified clients to SUBRECIPIENT as described in ATTACHMENT I - Work Program. SUBRECIPIENT and SPONSOR shall select beneficiaries for the Assistance Program in strict compliance with 24 CFR Part 578.
4. Time of Performance. This Agreement shall take effect as of December 1, 2019 and continue through and including November 30, 2020; provided, however, SUBRECIPIENT shall not engage in expenditures after November 15, 2020 for which SUBRECIPIENT will seek reimbursement from CITY.

5. Consideration.
- a. The CITY shall provide funding to SUBRECIPIENT for all expenditures made in accordance with the schedule set forth in **ATTACHMENT II - Work Program Budget**. In no event shall funding paid to SUBRECIPIENT under this Agreement exceed the maximum sum of Thirty Thousand Three Hundred Forty Eight Dollars (\$30,348.00). SUBRECIPIENT hereby acknowledges that in no event are payments to be financed by funds other than the funds granted by the Federal Government for the Shelter Plus Care 2 - Sponsor Based Rental Assistance Program.
  - b. SPONSOR acknowledges that receiving rental subsidies for the benefit of SPONSOR'S clients (i.e. qualified tenants) from SUBRECIPIENT for Shelter Plus Care 2 – Sponsor Based Rental Assistance is of substantial benefit to SPONSOR and is consideration for its covenants and promises made in this Agreement.
6. Method of Payment. The CITY shall reimburse the SUBRECIPIENT for proper expenditures up to a maximum sum of Thirty Thousand Three Hundred Forty Eight Dollars (\$30,348.00). Subject to the receipt of funds from the United States Treasury, the CITY agrees to reimburse the SUBRECIPIENT for authorized expenditures for which vouchers and other similar documentation to support payment expenses are maintained under those generally accepted accounting principles and procedures approved by the CITY and outlined in 24 CFR Part 578 and 24 CFR Part 200. [Such documentation shall be submitted to the CITY by the 15th day of each quarter for the preceding quarter; quarters begin with the first days of April, July, October and January]. Payment shall be made within thirty (30) days of receipt by the CITY of all documentation required by the CITY of SUBRECIPIENT verifying the amount and nature of SUBRECIPIENT'S expenditures; provided that funds for the Assistance Project have been deposited with the CITY. SUBRECIPIENT, as opposed to the CITY, shall provide payment to SPONSOR for Shelter Plus Care 2 – Sponsor Based Rental Assistance attributed to qualified clients renting from SPONSOR and referred by Interfaith Hospitality Network, Inc. to SPONSOR and SUBRECIPIENT.
7. Program Income. All income received from the Shelter Plus Care 2 – Sponsor Based Rental Assistance Program funded activities shall be considerate program income and subject to 24 CFR Part 578 and applicable Shelter Plus Care 2 regulations. Unless this Agreement, at **ATTACHMENT II - Work Program Budget**, specifies whether program income received is to be returned to the CITY or retained by the SUBRECIPIENT, all such income shall be promptly returned to the CITY upon its request.

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



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

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



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

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

16. Indemnification.

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM  
AND CORRECTNESS:

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

Date \_\_\_\_\_

I hereby certify that the money required for payment of the above obligation in the sum of \$ 30,348.00 at the time of the making of this contract or order, was lawfully appropriated for such purpose and was in the treasury or in process of collection to the credit of the proper item of appropriation free from any previous encumbrance.

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

THE CITY OF SPRINGFIELD, OHIO

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

SPRINGFIELD METROPOLITAN HOUSING  
AUTHORITY

BY LaMonya French  
LaMonya French., Executive Director

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

BY Cathy Collins

## **Work Program**

### **Shelter Plus Care 2 – St. Vincent DePaul**

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

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

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

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

### **Role of All Parties**

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

## **GRANTEE Responsibilities**

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

## **CONTRACTOR Responsibilities**

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

#### **S+C Eligible Expenses**

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

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

**CONTRACTOR** is able to pay security deposit assistance in an amount not to exceed 2 months of actual rent. An advance payment of the last month's rent may be provided to the landlord in addition to the security deposit and payment of the first month's rent.

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

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

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

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

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

**SUBRECIPIENT – SPRINGFIELD METROPOLITAN HOUSING AUTHORITY**

**FUNDS FROM GRANT: OH0295L5E071810**

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

**AMOUNT OF BUDGET: \$ 30,348**

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

The term of this agreement shall be 1 year.

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

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

- **Rent Reasonableness Check and Unit Certification** = 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.



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

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

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

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

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

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

#### Subpart K—Other Program Requirements

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

##### § 570.600 General.

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

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

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

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

[63 FR 34456, Sept. 6, 1998, as amended at 61 FR 11477, Mar. 20, 1996; 72 FR 12538, Mar. 15, 2007]

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

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

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

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

## § 570.602

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

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

[61 FR 11477, Mar. 20, 1996]

## § 570.602 Section 109 of the Act.

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

[64 FR 3802, Jan. 25, 1999]

## § 570.603 Labor standards.

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

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

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

[61 FR 11477, Mar. 20, 1996]

## § 570.604 Environmental standards.

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

[61 FR 11477, Mar. 20, 1996]

## § 570.605 National Flood Insurance Program.

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

[61 FR 11477, Mar. 20, 1996]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the state recipient's decision with the State.

(g) *Responsibility of grantee or State.*

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

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

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

(Approved by the Office of Management and Budget under OMB control number 2508-0102)

[61 FR 11477, Mar. 20, 1996, as amended at 61 FR 51780, Oct. 3, 1996]

#### § 570.607 Employment and contracting opportunities.

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

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 284 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

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

[68 FR 56405, Sept. 30, 2003]

#### § 570.608 Lead-based paint.

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

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

[64 FR 50226, Sept. 15, 1999]

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

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

[61 FR 5209, Feb. 9, 1996]

**§ 570.610 Uniform administrative requirements and cost principles.**

The recipient, its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 24 CFR part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR part 84), A-122, A-133 (implemented at 24 CFR part 45), and A-128<sup>2</sup> (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth at § 570.502.

[60 FR 56915, Nov. 9, 1995]

**§ 570.611 Conflict of interest.**

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

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

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

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

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

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

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

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

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

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

<sup>2</sup> See footnote 1 at § 570.200(a)(5).



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

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

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

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

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

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

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

(vii) Any other relevant considerations.

[60 FR 56916, Nov. 9, 1995]

#### § 570.612 Executive Order 12372.

(a) *General.* Executive Order 12372, Intergovernmental Review of Federal Programs, and the Department's implementing regulations at 24 CFR part 53, allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.

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

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

#### § 570.613 Eligibility restrictions for certain resident aliens.

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

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

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

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

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

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

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

(2) The Community Development Block Grant program for entitlement

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

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

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

[55 FR 18494, May 2, 1990]

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

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

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

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

[60 FR 58917, Nov. 9, 1995]

**Subpart L [Reserved]**

**Subpart M—Loan Guarantees**

Source: 59 FR 66604, Dec. 27, 1994, unless otherwise noted.

**§ 570.700 Purpose.**

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

**§ 570.701 Definitions.**

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

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

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

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

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

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

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

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 186-11

**Agenda Date:** 11/26/19

**Today's Date:** 11/18/19

**Subject:** Amendment F – Modification No. 3 to the Project Engineering Agreement between the City of Springfield and Black and Veatch for the Erie Express Interceptor Sewer Design

**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:** 11-208  
13-217  
13-302  
14-157  
14-246  
15-324  
16-171  
18-154  
19-269

**Date of Prior Ordinance/Resolution:** 7/19/11  
9/3/13  
12/10/13  
6/10/14  
9/16/14  
12/8/15  
6/21/16  
6/5/18  
10/22/19

### **Summary:**

The scope of work for the above referenced project has been modified outside of the original agreement with Black & Veatch for the Erie Express Interceptor Sewer Project to include additional SCADA services. These services include the coordination, testing and programming for various Programmable Logic Controllers.

Black & Veatch will provide these services at a cost of \$37,510.

Additionally, a correction is needed between Task 1 and Task 2 to update the actual amounts. There are extra funds available in the original Amendment F under Task 2, but need to be transferred to Task 1 to cover these services under the correct Task. Also, a minimal adjustment is needed on Task 4 and Task 5 to reflect the correct amounts. In order to increase the agreement amount and to correct the proper funding in the Tasks, an amendment to the existing agreement must be approved by City Commission.

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

In order to compensate the consultant, it is the recommendation of this office that City Commission confirm and approve and authorize the City Manager to execute this modification by emergency ordinance at their November 26<sup>th</sup> meeting.

Department/Division	Fund Description	Account Number	Actual Cost
Engineering			\$37,510.00

**Total Cost: \$ 37,510.00**



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

Authorizing the City Manager to enter into Amendment F - Modification #3 to the Project Engineering Agreement with Black & Veatch Corporation for the Erie Interceptor Express Sewer Design contract, to increase the contract by an amount not to exceed \$37,510.00 for a total amount not to exceed \$3,739,136.00, and to reallocate funds among project phases; and declaring an emergency.

...oooOOOooo...

WHEREAS, on July 19, 2011, the City and Black & Veatch Corporation entered in a Project Engineering Agreement for the furnishing of professional services regarding the City of Springfield Erie Interceptor Express Sewer project and amended said agreement pursuant to Ordinance Nos. 13-217, 13-302, 14-157, 14-246, 15-324, 16-171, 18-154 and 19-269; and

WHEREAS, the City and Black & Veatch Corporation wish to modify certain provisions of the subject agreement to their mutual benefit; and

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

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

Section 1. That the City Manager is hereby authorized to enter into Amendment F - Modification #3 to the Project Engineering Agreement with Black & Veatch Corporation for the Erie Interceptor Express Sewer Design contract to increase the contract by an amount not to exceed \$37,510.00 for a total amount not to exceed \$3,739,136.00, and to reallocate funds among project phases. A copy of said Amendment F - Modification #3 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

**AMENDMENT F – MODIFICATION #3**  
**TO**  
**PROJECT ENGINEERING AGREEMENT**  
**ERIE INTERCEPTOR EXPRESS SEWER DESIGN**

THIS AMENDMENT F entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between THE CITY OF SPRINGFIELD, OHIO, an Ohio municipal corporation (hereinafter "OWNER") whose mailing address is 76 East High Street, Springfield, Ohio 45502 and BLACK & VEATCH CORPORATION (hereinafter "ENGINEER") whose mailing address is 4016 Townsfair Way, Suite 210, Columbus, Ohio 43219: WITNESSETH:

WHEREAS, on July 19, 2011, the parties entered into a Project Engineering Agreement for the furnishing of professional services by ENGINEER regarding the City of Springfield, Erie Interceptor Express Sewer project; and,

WHEREAS, OWNER and ENGINEER wish to alter the line item amounts in Amendment F, as shown below:

- Task 1 – Construction Phase Engineering Services - \$687,442.40 (increase)
- Task 2 – Resident Services During Construction - \$559,385.91 (decrease)
- Task 3 – Special Inspections & Materials Testing Services - \$22,150.25 (remains same)
- Task 4 – SCADA Configuration & Startup Services - \$277,665.85(increase)
- Task 5 – Standard Operating Procedures Manual - \$44,126.90 (decrease)
- Task 6 – Start-Up and Training Services - \$51,111.00 (remains same)

NOW, THEREFORE, the parties hereto agree as follows:

**MODIFICATION #3 TO AMENDMENT F**

AMENDMENT F is modified by replacing the updated Tasks amounts to the July 5, 2016 AMENDMENT F document with the above amounts.

All provisions of the Contract not specifically modified herein shall remain in effect.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this MODIFICATION #3 TO AMENDMENT F to their July 19, 2011 Project Engineering Agreement, as previously amended, by their duly authorized representatives on the date first above written.

APPROVED AS TO FORM  
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

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

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

BLACK & VEATCH CORPORATION

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

# Request for Commission Action

## City of Springfield, Ohio

Item Number: 262-19

**Agenda Date:** November 26, 2019

**Today's Date:** November 20, 2019

**Subject:** Approve a Development Incentive Agreement with Kathy L. Thornsburg

**Submitted By:** Chris Moore

**Department:** Service

**Contact:** Leslie McDermott, 525-5848

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

**Prior  
Ordinance/Resolution:**

**Date of Prior  
Ordinance/Resolution:**

### **Summary:**

Respectfully request City Commission authorization to approve the execution of a Development Incentive Agreement (DIA) with Kathy L. Thornsburg for sewer service to her residential property located at 2647 Troy Road (State Route 41) in German Township.

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

Respectfully request approval for an Emergency Ordinance because the property owner desires to abandon her home sewage treatment system and connect to public sewer as required by the Clark County Combined Health District. The City's public sewer is available in the right of way of Troy Road (State Route 41) adjacent to the property. It is suitable for public health purposes to allow this property to connect to a central collection system as soon as possible.

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

**Total Cost: \$0.00**

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

Authorizing the City Manager to enter into a Development Incentive Agreement (Single Family Residential Development) with Kathy L. Thornsby to provide for sewer services to real property outside the City limits; and declaring an emergency.

...oooOOOooo...

WHEREAS, Kathy L. Thornsby owns certain real property which is currently located outside the City limits; and

WHEREAS, Kathy L. Thornsby desires the privilege of obtaining sewer services from the City; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to help the property owner prevent unhealthy sewer conditions, 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 Development Incentive Agreement (Single Family Residential Development), a copy of which is attached hereto and is hereby approved, with Kathy L. Thornsby to provide for sewer services to real property outside the City limits.

Section 2. That because the Development Incentive Agreement authorized by this ordinance constitutes a covenant running with the land, the City Manager is hereby authorized to execute such agreements and documents the City Manager deems necessary to document that the terms of this Development Incentive Agreement remain in effect upon change in the ownership of the property described in the Development Incentive Agreement.

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

**DEVELOPMENT INCENTIVE AGREEMENT**  
(Single Family Residential Development)

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
by and among **THE CITY OF SPRINGFIELD, OHIO** ("City") whose mailing address is  
76 East High Street, Springfield, Ohio 45502 and **KATHY L. THORNSBURY**  
("Owner") whose mailing address is 2647 Troy Road, Springfield, OH 45504.

**WITNESSETH:**

WHEREAS, the Owner currently holds title to the property located at 2647 Troy  
Road, Springfield, Ohio 45504, by Joint Tenancy with Right of Survivorship (JTROS)  
with Calvin Thornsby, who is now deceased; and

WHEREAS, Owner wishes to use and/or develop certain real property, described in  
**Exhibit A** attached hereto and incorporated herein by reference (hereinafter called  
premises), for residential purposes only; and

WHEREAS, the premises is currently located outside the City's corporation limits;  
and,

WHEREAS, Owner desires the privilege of obtaining sewer services from City.

NOW, **THEREFORE**, in consideration of the mutual promises and covenants  
herein contained, the parties hereto agree as follows:

Section 1. After Owner has tapped available sewer pipe in a manner approved by  
the City and has paid all applicable connection fees, the City shall allow Owner to  
discharge waste into the tapped pipe subject to the sewer use laws and rules as currently  
and hereafter established by the City. Owner agrees to pay the usual and customary sewer  
charges, as currently and hereafter established by the City provided, however, that for as  
long as the premises remain outside the City's corporation limits, Owner shall pay sewer  
charges at the prevailing rates for users located outside the City's corporation limits.

**Owner shall comply with all constitutional and charter provisions, statutes, ordinances, rules and regulations currently and hereafter applicable to the City's water distribution and sewage collection systems.**

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Section 2. Owner shall construct or otherwise **make** available, in accordance with the City's specifications, the **facilities** necessary to connect the City's sewer system to the premises. The cost of providing the above described facilities **shall** be the responsibility of Owner. The City shall provide initial service **within** a reasonable time, but not later than five (5) days after Owner has provided the facilities and requested inspection and **received** approval by the City. The City **will** use its reasonable best efforts to maintain sewer service to the premises as **long** as this agreement is in effect.

Section 3. Owner agrees to **fully** cooperate in any proceedings to annex the premises to the City's corporate **limits**. Said cooperation shall be defined as (i) appointing an individual designated by the City to be the Owner's agent to **furnish** applications, petitions, affidavits and other documents necessary to the annexation **process**, (ii) signing **annexation** petitions and providing supporting affidavits, (iii) **furnishing** representatives to testify in favor of annexation at hearings; (iv) providing **information** concerning the benefits of **annexation**, (v) remaining as a party in **annexation** proceedings through the appellate process, (vi) not encouraging opposition to annexation, (vii) preparing an annexation petition and map and (viii) such other assistance in furtherance of **annexation** as the City shall reasonably request. Owner shall provide such cooperation in **annexation** proceedings either alone or in concert with other property owners seeking annexation.

Section 4. Owner **further** agrees that the sewer services provided by City pursuant to this agreement are for the sole benefit of Owner, Owner's successor owners in and their tenants. Owner shall not assign the Owner's interest and rights under this agreement to any other entity without the consent of City in writing. In the event the Owner conveys any portion of its interest in the premises to any other entity without providing for the express **assumption** by the successor owner of the obligations of the Owner under this agreement, and Owner fails to **secure** such an assumption within (30) days after notice from the City thereof, the City may, at its option, **terminate** the sewer services provided pursuant to this agreement.

Section 5. In consideration of City allowing to Owner the privilege to receive sewer services for the premises located outside the City's corporate **limits**, Owner agrees to make payment to City as follows:

- a. On the fifteenth (15th) day of April of each year Owner shall pay to the City the **sum** of Two Hundred Fifty Dollars (\$250.00) for each residential unit located on the premises during the calendar year **immediately** preceding the year in which the April payment is to be made.
- b. A residential unit is defined as a dwelling designed to be occupied by an individual or group of individuals living together in common living quarters.

- c. Payments under this section shall be made to the City until annexation of the premises to the City's corporate limit has been completed. Obligations under this section shall begin as of the date that sewer services are commenced by the City.
- d. Sums due to the City pursuant to this Section 5 and remaining unpaid after the due date shall bear interest at the rate of eighteen percent (18%) per annum.

Section 6. On the date the premises become annexed to City's corporation limits, Owner, its successors and assigns and its tenant's obligations under Sections 4 and 5 shall cease. However, all previous payments made by Owner to City pursuant to Sections 1 and 5 shall be retained by City and payments pursuant to Sections 1 and 5 shall be made to City for that portion of the year of annexation during which the premises was not within City's corporation limit.

Section 7. Should the use of the premises change from a single family residential use as a single family structure or condominiums to another use, the parties agree that this Development Incentive Agreement shall terminate and that another Development Incentive Agreement shall be entered into containing a payment system consistent with the new use to which the premises is put.

Section 8. OWNER shall indemnify and hold City harmless from any liability of any nature which may result from the acts or omissions of Owner, in entering into this agreement or performing its obligations under this agreement. Further, Owner shall pay all attorney's fees and court costs incurred by City in defending itself against any such liability. WARNING: It is unlawful for officials and employees of City to receive gratuities.

Section 9. City's failure to complain of any act or omission on the part of Owner, no matter how long a time the same may continue, shall not be deemed to be a waiver of any right hereunder. No waiver by City at any time, express or implied, or any breach of any provision of this agreement shall be deemed a breach of any other provision of this agreement or a consent to any subsequent breach of the same or any other provision.

Section 10. Any judicial action involving any controversy or claim arising out of, or relating to, this agreement or the breach thereof, shall be filed only in the Common Pleas Court Clark County, Ohio.

Section 11. All notices required or permitted to be given by either Owner or the City under the terms of this agreement shall be in writing and sent by certified mail, return



receipt requested, by courier service, or delivered in person to the above mentioned addresses. Mailed notices shall be effective upon delivery.

Section 12. This agreement may not be modified or amended except by a subsequent agreement in writing signed by the parties hereto. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such condition or obligation.

Section 13. This agreement, including the exhibits attached hereto, constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No statements, agreements or understandings, representations, warranties or conditions not expressed in this agreement shall be binding upon the parties hereto, or shall be effective to interpret, change or restrict the provisions of this agreement unless such is in writing signed by both parties hereto and is by reference made a part hereof.

Section 14. This agreement is binding upon and inures to the benefit of the parties hereto, their respective legal representatives, successors and assigns. This Agreement shall be recorded in the office of the Recorder of Clark County, Ohio and constitutes a covenant running with the land.

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

APPROVED AS TO FORM  
AND CORRECTNESS:  
Jill N. Allen, Law Director

THE CITY OF SPRINGFIELD, OHIO

By: \_\_\_\_\_  
Jason T. Irick, Assistant Law Director

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

  
Kathy L. Thornsburg

STATE OF OHIO )  
COUNTY OF CLARK ) SS:

Before me, a Notary Public, in and for said County, personally appeared Bryan Heck, City Manager of The City of Springfield, Ohio who acknowledged that he did execute the foregoing instrument as the fully authorized officer of The City of Springfield, Ohio and that the same is its free act and deed and his free act and deed respectively, as such officer and individually.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Springfield, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
COUNTY OF CLARK ) SS:

Before me, a Notary Public, in and for said County, personally appeared Kathy L. Thornsby, who acknowledged that she did execute the foregoing instrument and that the same is her free act and deed and who further swore to and subscribed the said instrument.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Springfield, Ohio this 13 day of November, 2019.



SARA A. YOUNG  
Notary Public, State of Ohio  
My Commission Expires  
May 7 2022

Sara Young  
Notary Public

This instrument was prepared by The City of Springfield, Ohio.

## EXHIBIT A

Situate in the Township of German in the County of Clark and State of Ohio, bounded and described as follows:

Being Lot Number Sixteen (16) as the same is numbered and designated on the Plat of Bexley, Sub-division Number One, to the Township of German, which plat is recorded in Vol. 9, Page 10, of the Plat Records, Clark County, Ohio.

Subject to all covenants, easements and restrictions of record, all legal highways and all governmental rules and regulations and real estate taxes and assessments, if any.

PPN: 050-02-00013-104-023

2647 Troy Road, Springfield, Ohio 45504

## LIQUOR PERMIT REQUEST REVIEW FORM

DATE: November 4, 2019

APPLICANT'S NAME: Aziz Grocery Inc.

ADDRESS OF PERMIT PREMISE: 1912 S. Limestone Street  
Springfield OH 45505

RETURN REPORT BY: November 20, 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

*[Signature]*

Police Chief

*[Signature]*

FIRE:

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

Fire Marshal

Fire Chief

COMMUNITY DEVELOPMENT:

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

Zoning\*

Building

Code Enforcement

Community Development Director

\*Map Attached

\*\*Certificate of Occupancy

(ATTACH BACK-UP MATERIAL IF NEEDED)

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)644-3168

TO

03451600005		NEW	AZIZ GROCERY INC 1912 S LIMESTONE ST SPRINGFIELD OH 45505
PERMIT NUMBER		TYPE	
ISSUE DATE			
10 24 2019			
FILING DATE			
C1			
PERMIT CLASSES			
12	099	A	C54153
TAX DISTRICT		RECEIPT NO.	

FROM 10/28/2019

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



MAILED 10/28/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 11/29/2019

**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 NEW 0345160-0005**

(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  
P.O. BOX 1208  
SPRINGFIELD OHIO 45501

## 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**

03451600005

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

Member/Officer Name	Shares/Interest	Office Held
<b>Permit Number:</b> 03451600005; <b>Name:</b> AZIZ GROCERY INC; <b>DBA:</b> ; <b>Address:</b> 1912 S LIMESTONE ST SPRINGFIELD 45505		
ABDELAZIZ KHETTAB	100.00	

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- [Ohio Department of Commerce](#)

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# SPRINGFIELD POLICE DIVISION

## *Inter-Office Communication*

**To:** Investigative File  
**From:** Office of Captain Zawada  
**Date:** 11-11-2019  
**Ref:** Liquor Permit for Aziz Grocery Inc. 1912 S. Limestone St. Springfield, OH 45505.

Sir or Ma'am,

I would like to offer the following information for the Liquor Permit for Aziz Grocery Inc. located at 1912 S. Limestone St. Springfield, OH 45505.

The new permit for Aziz Grocery Inc. is a class C1 Permit# 0345160005.

The C1 permit allows beer only in original sealed container for carry out only.

On November 13, 2019, I responded to the location and spoke with Ahmad Thamar Abu Rukbeh who identified himself as the manager. He stated he wasn't quite sure what permit the store owner applied for, however they own several stores in the Columbus area and are familiar with liquor laws. He stated the store hours will be from 0700 hours to 2100 hours. He stated there will likely only be around 2 employees and he will oversee training and education for them. He stated their policy will be to ID everyone that wishes to purchase alcohol. He stated a good contact number for him will be 314-845-4105 and the owner for the store's (Mr. Aziz) direct phone number is 614-376-3957.

I researched calls for service at the address and observed no calls for service in the last year. Mr. Rukbeh was not found in city records.

Respectfully Submitted,

Detective Justin Allender

# LIQUOR PERMIT REQUEST REVIEW FORM

DATE: November 4, 2019

APPLICANT'S NAME: Aziz Grocery Inc.

ADDRESS OF PERMIT PREMISE: 1912 S. Limestone Street  
Springfield OH 45505

RETURN REPORT BY: November 20, 2019 - NOON

FROM: CITY MANAGER'S OFFICE

TO: POLICE CHIEF

RECEIVED \_\_\_\_\_

FIRE CHIEF

RECEIVED PA 11-4-19

COMMUNITY DEVELOPMENT DIRECTOR

RECEIVED \_\_\_\_\_

RECOMMENDATIONS: NO OBJECTION OBJECTION W/REASONS

POLICE:

Investigations

\_\_\_\_\_

\_\_\_\_\_

Police Chief

\_\_\_\_\_

\_\_\_\_\_

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

Fire Marshal

\_\_\_\_\_

\_\_\_\_\_

Fire Chief

\_\_\_\_\_

\_\_\_\_\_

COMMUNITY DEVELOPMENT:

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

Zoning\*

\_\_\_\_\_

\_\_\_\_\_

Building

\_\_\_\_\_

\_\_\_\_\_

Code Enforcement

\_\_\_\_\_

\_\_\_\_\_

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

\*Map Attached

\*\*Certificate of Occupancy

(ATTACH BACK-UP MATERIAL IF NEEDED)

Rev. 08-06-13



LIQUOR PERMIT REQUEST REVIEW FORM

DATE: November 4, 2019  
APPLICANT'S NAME: Aziz Grocery Inc.  
ADDRESS OF PERMIT PREMISE: 1912 S. Limestone Street  
Springfield OH 45505

RETURN REPORT BY: November 20, 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

\_\_\_\_\_

\_\_\_\_\_

\*Map Attached

\*\*Certificate of Occupancy

(ATTACH BACK-UP MATERIAL IF NEEDED)

Rev. 08-06-13

see attached memo

# The City of Springfield Ohio

Community Development Department

**TO:** SHANNON MEADOWS  
**FROM:** JENE GAVER – CHIEF BUILDING OFFICIAL  
**SUBJECT:** LIQUOR LICENSE 1912 S LIMESTONE, AZIZ GROCERY INC  
**DATE:** NOVEMBER 19, 2019

---

A Liquor License inspection was conducted on November 15, 2015 at the above-mentioned address. The findings of the inspection was the business has been closed for two (2) years and will now re-open with new ownership. There was not a Certificate of Occupancy on file. An Adjudication order has been sent requesting that the new owner acquire a current Certificate of Occupancy. During the Certificate of Occupancy inspection, code violations will be addressed by both Fire and Building Departments.



1912 S Limestone St. - Zoned CC-2, Community Commercial District





## LIQUOR PERMIT REQUEST REVIEW FORM

DATE: November 4, 2019

APPLICANT'S NAME: Cassanos Inc.

ADDRESS OF PERMIT PREMISE: 901 N. Bechtle Avenue  
Springfield OH 45504

RETURN REPORT BY: November 20, 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

*[Signature]*

Police Chief

*Capt. B. Moor*

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)644-3166

TO

13176630371		TREX	CASSANOS INC 901 N BECHTLE AVE SPRINGFIELD OH 45504
PERMIT NUMBER		TYPE	
06	01	2019	
ISSUE DATE			
10	24	2019	
FILING DATE			
D1			
PERMIT CLASSES			
12	099	A	F23212
TAX DISTRICT			RECEIPT NO.

FROM 10/28/2019

13176630370			CASSANOS INC 995 S MAIN ST CENTERVILLE OH 45459
PERMIT NUMBER		TYPE	
06	01	2019	
ISSUE DATE			
10	24	2019	
FILING DATE			
D1			
PERMIT CLASSES			
57	022		
TAX DISTRICT			RECEIPT NO.



MAILED 10/28/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN, 11/29/2019

**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 TREX 1317663-0371**

(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  
P.O. BOX 1208  
SPRINGFIELD OHIO 45501

## 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**

1317663

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

Member/Officer Name	Shares/Interest	Office Held
<b>Permit Number:</b> 1317663; <b>Name:</b> CASSANOS INC C/O TIM SAYER; <b>DBA:</b> ; <b>Address:</b> 1700 STROOP RD KETTERING 45429		
CHRISTOPHER A CASSANO	50.00	VICE PRES.
TIMOTHY P SAYER	0.00	SECR-TREA.
VICTOR J CASSANO III	50.00	CEO

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# SPRINGFIELD POLICE DIVISION

## *Inter-Office Communication*

**To:** Investigative File  
**From:** Office of Captain Zawada  
**Date:** 11-18-2019  
**Ref:** Liquor Permit for Cassanos Inc.

Sir or Ma'am,

I would like to offer the following information for the Liquor Permit for Cassanos Inc., located at 901 N. Bechtle Av., Springfield, Ohio.

The permit for Cassanos Inc. is a class D1 Permit# 13176630371. This request is a permit transfer from Permit #13176630370

The D1 Beer only for on premises consumption or in original sealed containers for carry out only until 1:00am

On October 18, 2019, I spoke to the manager of Cassanos Inc, Bruce Osbourne. Mr. Osbourne advised that they are requesting liquor permit transfer to reflect the change in address of the company.

Mr. Osbourne stated that he currently has 1-2 employees, which are part time, and usually are the managers, that serve alcohol. Each employee undergoes about two hours of training when they are hired and are familiar with Ohio liquor laws. Mr. Osbourne advised that he and his employees request identification from anyone who wishes to purchase alcohol that appears to be younger than 50 years of age.

The business hours for the establishment are Monday through Friday 10:30 am until 11:00 am and Saturday and Sunday 10:30am to 12:00am.



I researched calls for service at the business for the past year and found the following:

- (1) Disorderly
- (1) Accident
- (1) Warrant
- (1) Assault
- (1) Dangerous Condition
- (1) Bulletin Check
- (1) Assistance
- (2) Theft

Mr. Osbourne is clear of any local wants/warrants and has no local criminal record. Mr. Osbourne advised that he can be contacted anytime with questions or concerns at 937-772-7680

Respectfully Submitted,

Detective Calvin Burch

# LIQUOR PERMIT REQUEST REVIEW FORM

DATE: November 4, 2019  
APPLICANT'S NAME: Cassanos Inc.  
ADDRESS OF PERMIT PREMISE: 901 N. Bechtle Avenue  
Springfield OH 45504  
RETURN REPORT BY: November 20, 2019 - NOON

FROM: CITY MANAGER'S OFFICE

TO: POLICE CHIEF

RECEIVED \_\_\_\_\_

FIRE CHIEF

RECEIVED *Ra* 11-4-19

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

*St. Davis* 11/15/19

\_\_\_\_\_

Fire Chief

*Brian J. Smith* 11-8-19

\_\_\_\_\_

COMMUNITY DEVELOPMENT:

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

Zoning\*

\_\_\_\_\_

\_\_\_\_\_

Building

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\_\_\_\_\_

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: November 4, 2019

APPLICANT'S NAME: Cassanos Inc.

ADDRESS OF PERMIT PREMISE: 901 N. Bechtle Avenue  
Springfield OH 45504

RETURN REPORT BY: November 20, 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\*

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Building

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Code Enforcement

\_\_\_\_\_

\_\_\_\_\_

Community Development Director

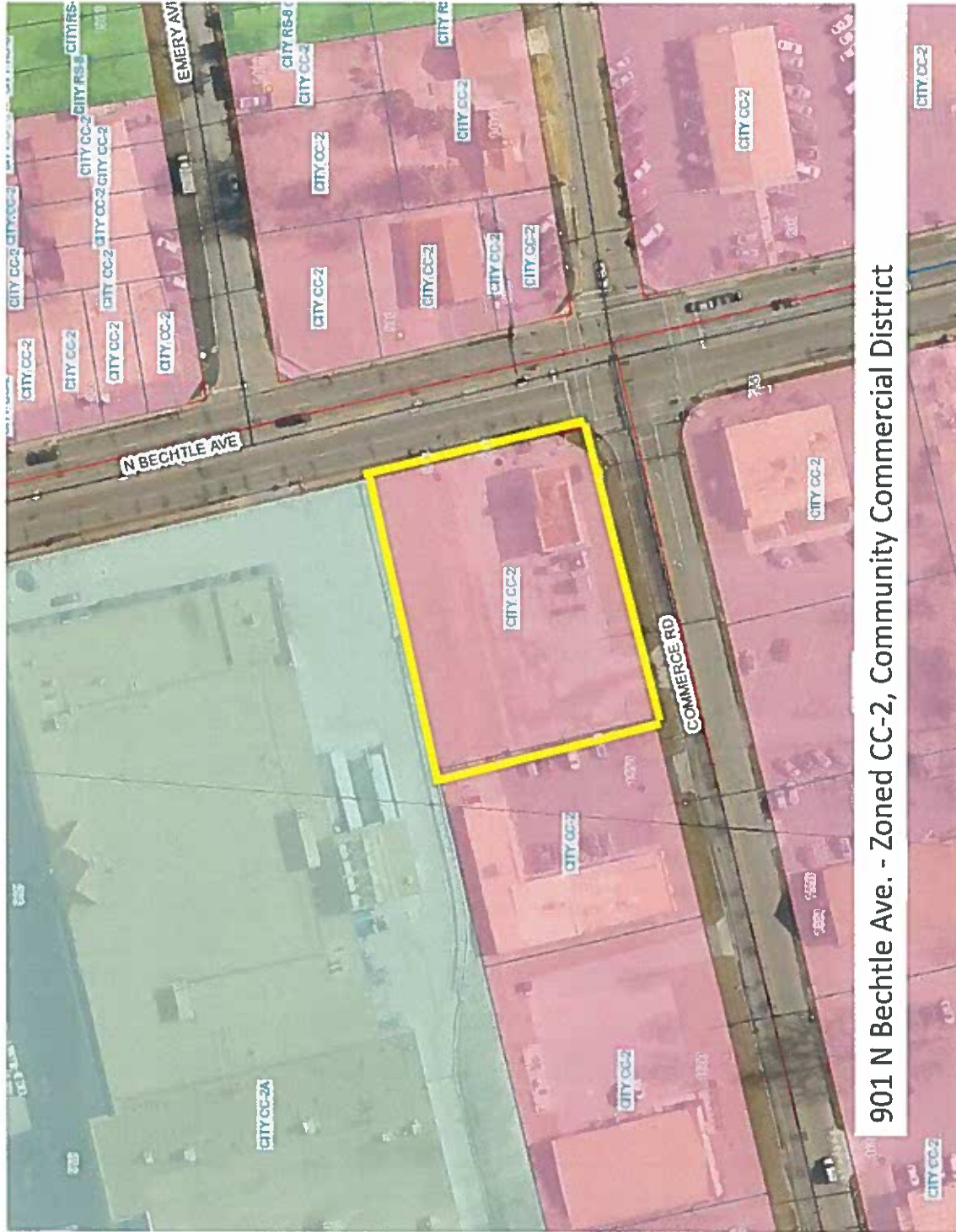
*Shannon Meadows*

\*Map Attached

\*\*Certificate of Occupancy

(ATTACH BACK-UP MATERIAL IF NEEDED)

Rev. 08-06-13



901 N Bechtle Ave. - Zoned CC-2, Community Commercial District





## LIQUOR PERMIT REQUEST REVIEW FORM

DATE: November 14, 2019

APPLICANT'S NAME: 1785 Bechtle Inc.  
dba Sakura Steakhouse & Sushi

ADDRESS OF PERMIT PREMISE: 1795 N. Bechtle Ave  
Springfield OH 45504

RETURN REPORT BY: November 20, 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 St. James Turner \_\_\_\_\_

Police Chief Capt. B. Moor \_\_\_\_\_

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)644-3168

TO

8003544		TRFO		1785 BECHTLE INC	
PERMIT NUMBER		TYPE		DBA SAKURA STEAKHOUSE & SUSHI	
07	12	2019		1795 N BECHTLE AVE	
ISSUE DATE		SPRINGFIELD OH 45504			
11	06	2019			
FILING DATE					
D2	D3	PERMIT CLASSES			
12	099	A	F23287		
TAX DISTRICT		RECEIPT NO.			

FROM 11/08/2019

76778630001				SAKURA STEAKHOUSE AND SUSHI LLC	
PERMIT NUMBER		TYPE		DBA SAKURA	
07	12	2019		1795 N BECHTLE AVE	
ISSUE DATE		SPRINGFIELD OH 45504			
11	06	2019			
FILING DATE					
D2	D3	PERMIT CLASSES			
12	099				
TAX DISTRICT		RECEIPT NO.			



MAILED 11/08/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/09/2019

**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 TRFO 8003544**

(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  
P.O. BOX 1208  
SPRINGFIELD OHIO 45501

## 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	<input type="text" value="8003544"/>
Permit Name / DBA	<input type="text"/>
Member / Officer Name	<input type="text"/>

[Search](#)      [Reset](#)      [Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
<b>Permit Number:</b> 8003544; <b>Name:</b> 1785 BECHTLE INC; <b>DBA:</b> DBA SAKURA STEAKHOUSE & SUSHI; <b>Address:</b> 1795 N BECHTLE AVE SPRINGFIELD 45504		
LUN WU WANG	MANAGE MEM	CEO

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

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





# SPRINGFIELD POLICE DIVISION

## *Inter-Office Communication*

**From:** Office of Captain Zawada  
**Date:** 11-18-2019  
**To:** Investigative File  
**Ref:** Liquor Permit - 1785 N. Bechtle Avenue

Sir or Ma'am,

I would like to offer the following information in regards to the Liquor Permit for Sakura Steakhouse and Sushi LLC dba Sakura, located at 1785 N. Bechtle Avenue Springfield, Ohio. The permit request reflects a name change to: 1785 Bechtle Inc DBA Sakura Steakhouse & Sushi.

The new permit is for a D2 and D3 liquor license filed under permit# 8003544. The D2 permit would allow for wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1:00am. The D3 permit would allow for spirituous liquor for on premises consumption only until 1:00am.

On this date I spoke to the owner, Mr. Lun Wu Wang. Mr. Wang advised that the liquor permit was as a result of a name change. Mr. Wang further advised that the business retained all previous staff mentioned in earlier reports (reference is made to attached Liquor Permit reports from March 2019).

A local record check of Mr. Wang showed that he had no local warrants.

The permit address 1785 N. Bechtle Avenue Springfield, Ohio is located inside of a Business District. There have been zero calls for service since the last permit.

Respectfully Submitted,

Sergeant Jason Via

# LIQUOR PERMIT REQUEST REVIEW FORM

DATE: November 14, 2019

APPLICANT'S NAME: 1785 Bechtle Inc.  
dba Sakura Steakhouse & Sushi

ADDRESS OF PERMIT PREMISE: 1795 N. Bechtle Ave  
Springfield OH 45504

RETURN REPORT BY: November 20, 2019 - NOON

FROM: CITY MANAGER'S OFFICE

TO: POLICE CHIEF

RECEIVED \_\_\_\_\_

FIRE CHIEF

RECEIVED RA 11/14/19

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

18045 11/15/19

\_\_\_\_\_

Fire Chief

Bun 11-18-19

\_\_\_\_\_

COMMUNITY DEVELOPMENT:

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

Zoning\*

\_\_\_\_\_

\_\_\_\_\_

Building

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\_\_\_\_\_

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: November 14, 2019

APPLICANT'S NAME: 1785 Bechtle Inc.  
dba Sakura Steakhouse & Sushi

ADDRESS OF PERMIT PREMISE: 1795 N. Bechtle Ave  
Springfield OH 45504

RETURN REPORT BY: November 20, 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



1795 N Bechtle Ave. - Zoned CC-2, Community Commercial District





246-19

## LIQUOR PERMIT REQUEST REVIEW FORM

DATE: November 4, 2019

APPLICANT'S NAME: Hamza's Mini Mart LLC  
dba Mini Mart

ADDRESS OF PERMIT PREMISE: 961 Selma Road  
Springfield OH 45505

RETURN REPORT BY: November 20, 2019 - NOON

FROM: CITY MANAGER'S OFFICE

TO: POLICE CHIEF

RECEIVED \_\_\_\_\_

FIRE CHIEF

RECEIVED \_\_\_\_\_

COMMUNITY DEVELOPMENT DIRECTOR

RECEIVED \_\_\_\_\_

RECOMMENDATIONS:

NO OBJECTIONOBJECTION W/REASONSPOLICE:

Investigations

*A. Luns*

Police Chief

*Capt. B. Moor*FIRE:Objection can be addressed through building permit or COO\*\* processes ☐

Fire Marshal

Fire Chief

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

Zoning\*

Building

Code Enforcement

Community Development Director

\*Map Attached

\*\*Certificate of Occupancy

(ATTACH BACK-UP MATERIAL IF NEEDED)

NOTICE TO LEGISLATIVE  
AUTHORITY

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

TO

3564354			TRFO	HAMZAS MINI MART LLC
PERMIT NUMBER			TYPE	DBA MINI MART
06	01	2019	961 SELMA RD	
ISSUE DATE			SPRINGFIELD OH 45505	
10	28	2019		
FILING DATE				
D5				
PERMIT CLASSES				
12	099	A	F23228	
TAX DISTRICT		RECEIPT NO.		

FROM 10/30/2019

4619010				KHANS MINI MART LLC
PERMIT NUMBER			TYPE	961 SELMA RD
06	01	2019	SPRINGFIELD OH 45505	
ISSUE DATE				
10	28	2019		
FILING DATE				
D5				
PERMIT CLASSES				
12	099			
TAX DISTRICT		RECEIPT NO.		



MAILED 10/30/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/02/2019

**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 TRFO 3564354**

(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  
P.O. BOX 1208  
SPRINGFIELD OHIO 45501



Department  
of Commerce  
Division of Liquor Control

OHIO DIV. LIQUOR CONTROL  
FRONT DESK-2

FOR OFFICE USE ONLY:

Permit # 3564354

☐ New ☒ Transfer ☐ Ren

## Limited Liability Company (LLC) Disclosure Form

### SECTION A.

(This form must accompany all applications of an LLC business entity)

Name of Limited Liability Company: Hamza's Mini Mart, LLC	DBA Name: Mini Mart		
Permit Premises Address: 961 Selma Road	City: Springfield	State: OH	Zip Code: 45505
Township, if outside city limits:	Tax Identification No. (TIN):		
Email Address:			

Limited Liability Company ("LLC") - Chapter 1705 Ohio Revised Code. Indicate below the managing members, LLC Officers, and all persons with a 5% or more membership or voting interest.

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

### SECTION B. List the top five (5) officers of the Limited Liability Company.

NAME OF OFFICER: (if an office is NOT held, please write "NONE")	SOCIAL SECURITY NUMBER	DATE OF BIRTH
CEO None		
President None		
Vice-President None		
Secretary None		
Treasurer/CFO None		

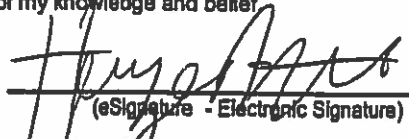
### SECTION C. List the managing members and all persons with a 5% or more membership or voting interest in the LLC.

SECTION C. List the managing members and all persons with a 5% or more membership or voting interest in the LLC.			Total # of Units Issued by LLC: 100
1) Name Hamza Ifrikhar			<b>INTEREST:</b> <b>Check All That Apply</b> <input checked="" type="checkbox"/> Membership Interest 100 % <input checked="" type="checkbox"/> Managing Member <input checked="" type="checkbox"/> 5% or more Voting Interest 100 %
Residence Address		Social Security No.	
City	State	Tax Identification No.	
Zipcode	Telephone No.		
2) Name			<b>Check All That Apply</b> <input type="checkbox"/> Membership Interest _____ % <input type="checkbox"/> Managing Member <input type="checkbox"/> 5% or more Voting Interest _____ %
Residence Address		Social Security No.	
City	State	Tax Identification No.	
Zipcode	Telephone No.		

See Page 2 to list additional members. Individuals listed in both Sections B and C must have a background check performed by BCI and submit a Personal History Background Form. The Background check process can be found at [https://www.com.ohio.gov/documents/lqr\\_FingerPrint.pdf](https://www.com.ohio.gov/documents/lqr_FingerPrint.pdf).

### CERTIFICATION OF FORM:

By signing below, I certify that I have authority to execute this document and the information provided is true, correct and complete to the best of my knowledge and belief.

/s/   
(eSignature - Electronic Signature)

Managing Mbr.  
(Position)

027 22, 2019  
(Date)

(Address)

(City)

(State)

(Zip Code)

(Telephone Number)

LIQ-18-0018 - DLC 4032

6608 Tussing Road  
PO Box 4008  
Reynoldsburg, OH 43068-9005 U.S.A.

An Equal Opportunity Employer and Service Provider

Rev. 5/13/2019

614 | 644 2360  
Fax 614 | 644 3166  
TTY/TDD 800 | 750 0750  
[www.com.ohio.gov](http://www.com.ohio.gov)





# SPRINGFIELD POLICE DIVISION

## *Inter-Office Communication*

**To:** Investigative File  
**From:** Office of Captain Zawada  
**Date:** 11-18-2019  
**Ref:** Liquor Permit for Hamzas Mini Mart LLC

Sir or Ma'am,

I would like to offer the following information for the Liquor Permit for Hamzas Mini Mart LLC, located at 961 Selma Rd, Springfield, Ohio.

The permit for Hamzas Mini Mart LLC is a class D5, Permit# 3564354. This requested also comes as a transfer from Khans Mini Mart LLC, Permit #4619010.

The D5 class is for 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 October 18, 2019, I spoke to the manager of Hamzas Mini Mart LLC, Hamza Iftikhar. Mr. Iftikhar advised that they are requesting liquor permit transfer to reflect the change in ownership of the company.

Mr. Iftikhar stated that he currently has 3 employees, which are all full-time and family members. Each employee undergoes two weeks of training when they are hired and are familiar with Ohio liquor laws. Mr. Iftikhar advised that he and his employees request identification from anyone who wishes to purchase alcohol that appears to be younger than 35 years of age.

The business hours for the establishment are Monday through Sunday 6:00 am until 11:00 am, then they lock the doors. No alcohol is served on Sundays.

I researched calls for service at the business for the past year and found the following:

- (20) Disorderly
- (1) Weapon
- (6) Traffic Accident
- (2) Robbery
- (1) Trespass
- (1) Warrant
- (1) Theft
- (1) Criminal Damaging
- (1) Get Property
- (1) Get Clothes
- (2) Suspicious Activity
- (1) Mental
- (1) Dangerous Condition
- (2) 911 Hang Up

Mr. Iftikhar is clear of any local wants/warrants and has no local criminal record. Mr. Iftikhar advised that he can be contacted anytime with questions or concerns at 614-371-2006.

Respectfully Submitted,

Detective Calvin Burch

# LIQUOR PERMIT REQUEST REVIEW FORM

DATE: November 4, 2019

APPLICANT'S NAME: Hamza's Mini Mart LLC  
dba Mini Mart

ADDRESS OF PERMIT PREMISE: 961 Selma Road  
Springfield OH 45505

RETURN REPORT BY: November 20, 2019 - NOON

FROM: CITY MANAGER'S OFFICE

TO: POLICE CHIEF

RECEIVED \_\_\_\_\_

FIRE CHIEF

RECEIVED Ha 11-4-19

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

\_\_\_\_\_

Pl. AWS. 11/18/19

Fire Chief

\_\_\_\_\_

Donna [Signature] 11-18-19

COMMUNITY DEVELOPMENT:

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

Zoning\*

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Building

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Code Enforcement

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\_\_\_\_\_

Community Development Director

\_\_\_\_\_

\_\_\_\_\_

\*Map Attached

\*\*Certificate of Occupancy

(ATTACH BACK-UP MATERIAL IF NEEDED)



## Springfield Fire Rescue Division

Occupancy: Khans mini mart  
Occupancy ID: DAIR01  
Address: 961 Selma RD  
Springfield OH 45505

Form: SFRD Hood  
Suppression Testing

Inspection Type: 220 - Inspection Fire Protection  
Inspection Date: 4/29/2019 By: Smith, Daniel W (1109)  
Time In: 13:32 Time Out: 13:55  
Authorized Date: 04/29/2019 By: Smith, Daniel W (1109)

### Inspection Topics:

#### Acceptance testing

Blow air through lines, make sure caps come off.

NFPA 17A

Status: PASS

Notes:

Contractor Certification number.

NFPA 17A

Status: PASS

Notes: Mathew J. Piatt #54.57.3188

Cut fusible link to activate system.

NFPA 17A

Status: PASS

Notes:

Electric and gas must shut off during activation.

NFPA 17A

Status: ADVISORY NOTICE

Notes:

Hood heat thermostat tested.

NFPA 17A

Status: PASS

Notes:

Installed per approved plans (position, nozzles, etc.)

NFPA 17A

Status: APPROVED

Notes: Changes to plans were approved by B. Gill from the Building Dept.

Make-up air shuts down during activation.

NFPA 17A

Status: ADVISORY NOTICE

Notes:

Pull station activation. NFPA 17A <b>Status:</b> PASS <b>Notes:</b>		
Sounds local alarm and building alarm, if applicable. NFPA 17A <b>Status:</b> ADVISORY NOTICE <b>Notes:</b>		
Wheeled cooking units must be secured to wall. NFPA 17A <b>Status:</b> ADVISORY NOTICE <b>Notes:</b>		
K-Class extinguisher mounted. NFPA 17A <b>Status:</b> ADVISORY NOTICE <b>Notes:</b>		
Signage present on hood. NFPA 17A <b>Status:</b> NOT OBSERVED <b>Notes:</b>		
<b>Additional Time Spent on Inspection:</b>		
<b>Category</b>	<b>Start Date / Time</b>	<b>End Date / Time</b>
<b>Notes:</b> No Additional time recorded		

Total Additional Time: 0 minutes  
 Inspection Time: 23 minutes  
 Total Time: 23 minutes

### Summary:

**Overall Result:** Failed

**Inspector Notes:** Every item marked Advisory Notice stills needs tested or completed.

### Inspector:

Name: Smith, Daniel W  
 Rank: Fire Lieutenant  
 Email(s): dwsmith@springfieldohio.gov, greg78cina83@gmail.com  
 Smith, Daniel W:

*St. Dan Smith*

Signed on: 04/29/2019 13:57

Signature

Date

**Representative Signature:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*



Form: Fire Safety Inspection  
Form (Generic)

## Springfield Fire Rescue Division

Occupancy: Khans mini mart  
Occupancy ID: DAIR01  
Address: 961 Selma RD  
Springfield OH 45505

Inspection Type: 265 - Liquor License Inspection

Inspection Date: 11/13/2019

By: Powell, Jeffrey D (1037)

Time In: 13:00

Time Out: 13:15

Authorized Date: 11/13/2019

By: Powell, Jeffrey D (1037)

### Inspection Topics:

#### Inspection Notes

Notes pertaining to the Fire Safety Inspection conducted:

**Status:** FAIL

**Notes:** There were multiple violation from the June inspection that have not been repaired. Rear egress exit had bars across door which occupant removed in my presence. He was told a sign was needed staying bars to remain off while building is occupied. 3 LP gas tanks were in building and 1 was connected to a cooking devices. There were open wiring boxes, wire nuts exposed, black electrical tape used and orange extension cord used as permanent wiring. Finally a Hood suppression system is being installed without proper permits. REINSPECTION SHOWS VIOLATIONS STILL EXIST.

### Additional Time Spent on Inspection:

#### Category

#### Start Date / Time

#### End Date / Time

**Notes:** No Additional time recorded

**Total Additional Time: 0 minutes**

**Inspection Time: 15 minutes**

**Total Time: 15 minutes**

### Summary:

**Overall Result:** Failed

**Inspector Notes:** No violations have been corrected.

### Inspector:

Name: Powell, Jeffrey D  
Rank: Fire Captain

**LIQUOR PERMIT REQUEST REVIEW FORM**

**DATE:** November 4, 2019

**APPLICANT'S NAME:** Hamza's Mini Mart LLC  
dba Mini Mart

**ADDRESS OF PERMIT PREMISE:** 961 Selma Road  
Springfield OH 45505

**RETURN REPORT BY:** November 20, 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

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\_\_\_\_\_

Code Enforcement

\_\_\_\_\_

\_\_\_\_\_

Community Development Director

\_\_\_\_\_

\_\_\_\_\_

\*Map Attached

\*\*Certificate of Occupancy

(ATTACH BACK-UP MATERIAL IF NEEDED)

*[Handwritten signatures and notes]*  
See Attached  
Shannon Meadows



# The City of Springfield Ohio

## Community Development Department

**TO:** SHANNON MEADOWS  
**FROM:** JENE GAVER – CHIEF BUILDING OFFICIAL  
**SUBJECT:** LIQUOR LICENSE 961 SELMA ROAD, KAHNS MINI MART  
**DATE:** NOVEMBER 18, 2019

---

The objection to the liquor license for 961 Selma Road known as Kahn's mini mart is for multiple violations. These violations referenced on June 20, 2018 with the first requested walk through for a liquor license. There was a re-inspection on July 10, 2018 showed the violations still existed.

The hood suppression system was installed by Mega City without a permit or inspections. January 24, 2018 Suppression system permit was issued to Silco Fire. The system still has not been inspected and not been completed as of November 15, 2019.

August 28, 2018 Range hood plan approval granted, one inspection completed. A smoke test was conducted and passed. The hood ductwork was not wrapped with fire rated insulation and the exhaust fan was protruding over a driveway, thus a code violation. They were to block off the driveway. This was never done. The makeup air within 10' of the roof edge requires a guardrail this is still in violation.

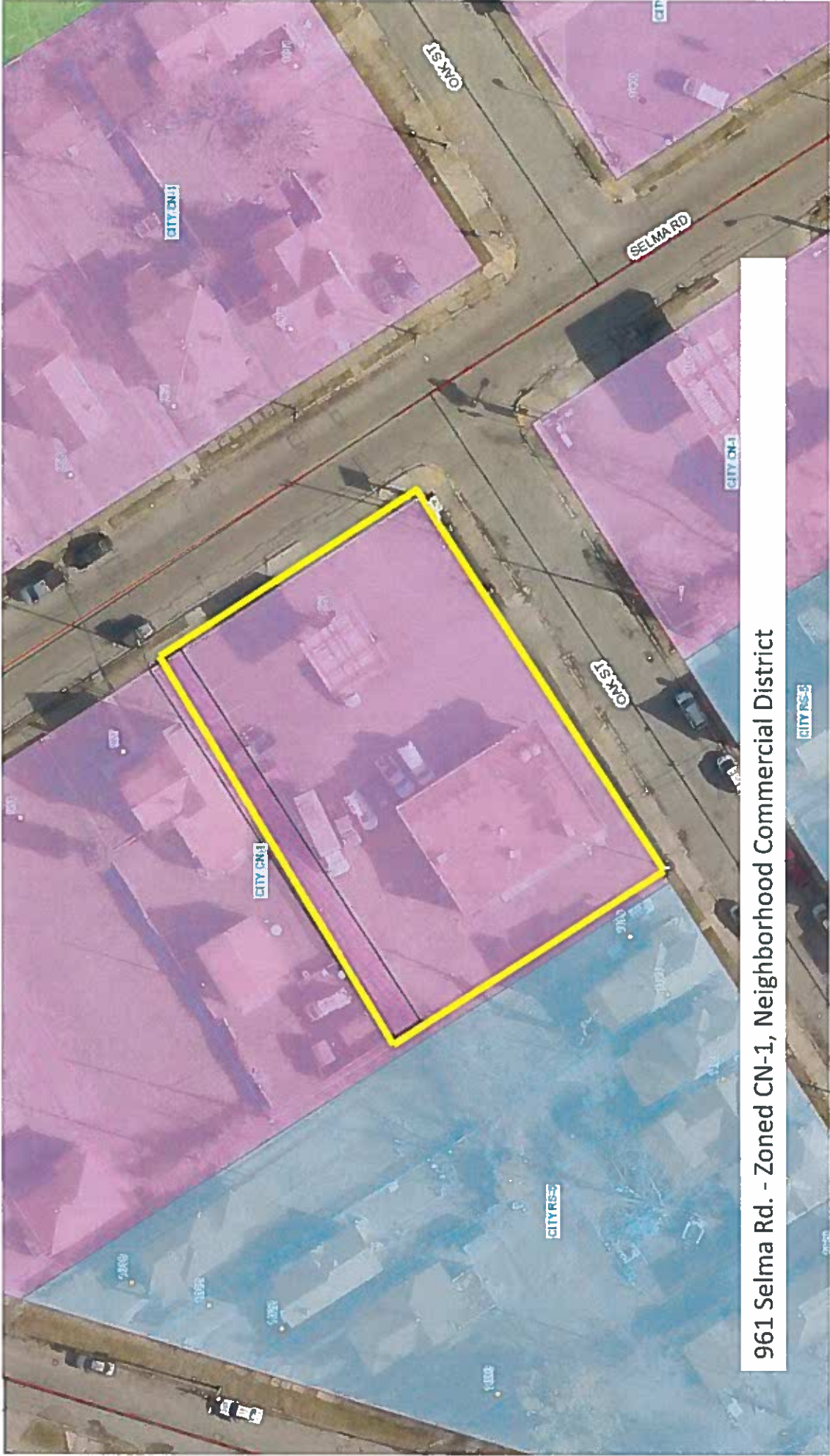
October 10, 2018 M & J Heating and Cooling applied for an HVAC permit. The permit was not issued as M & J Heating and Cooling was using a State license of a deceased contractor. So to date the HVAC inspection never scheduled.

February 4, 2019 Gas piping permit issued and the contractor requested it closed because of the direction the job was going contrary to the contractor's standard. No gas line installed, so this still exists as a violation.

The recent inspection of the liquor license application on November 15, 2019 revealed that the violations still exist and new violations discovered. On this recent inspection, the liquor license is for a D5, which allows individuals to consume alcohol on the premises, which changes the occupancy from a Mercantile to an Assembly. They were also cooking on a camp stove hooked up to a 5-gallon propane tank. An adjudication order has again been issued requesting they apply for a new Certificate of Occupancy.

The C of O will not be issued until all violations have been corrected. Plan submittal for the required alterations allowing the assembly use will need approved.

This objection, based on the non-compliance of the operators, should be filed as a matter of record



961 Selma Rd. - Zoned CN-1, Neighborhood Commercial District



