

CITY COMMISSION AGENDA

May 19, 2020

The Honorable City Commission
The City of Springfield, Ohio

The City Commission will hold a special VIRTUAL legislative meeting at 10:00 AM on Tuesday, May 19, 2020 in place of its regular evening session via the ZOOM Meeting application and can be viewed live on [YouTube.com/GATVSpringfield5](https://www.youtube.com/GATVSpringfield5).

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 at the next scheduled City Commission meeting:

114-20 Authorizing the issuance of a purchase order for the purchase of two Stainless Steel Dump Bodies from Kaffenbarger Truck Equipment for an amount not to exceed \$182,890.00.

261-19 Authorizing the City Manager to enter into a Shelter Plus Care 2 Grant Agreement Amendment (Grant #OH0295L5E071810) with the United States Department of Housing and Urban Development to shift the grant from project-based vouchers at the St. Vincent DePaul house to tenant-based vouchers which allow for city-wide unit selection; and 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 amendment and to comply with all relevant local, state and federal legal requirements.

SECOND READINGS – ORDINANCES

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

058-20 Amending the Zoning Map of Springfield, Ohio by rezoning 1.22 acres, being Parcel No. 3400600005427031, from DMC, Downtown Medical Campus UPOD to CN-2, Neighborhood Commercial District UPOD.

098-20 Approving an amendment to the existing CC-2A Shopping Center Plan located in the area of Bechtle Avenue and Saint Paris Connector to modify the designated green space and commercial use space in Parcel Nos. 3300600006100019 and 3300600006100024.

099-20 Vacating the first alley east of Woodlawn Avenue from Bill Edwards Drive north to the intersecting east-west alley.

113-20 Adopting a Southwest Downtown Urban Renewal Plan Amendment #5

126-19 Authorizing the exercise of the City's option to renew the contract with Carmeuse Lime & Stone, Inc. for the purchase of quicklime for use by the City's Water Treatment Plant, for an amount not to exceed \$774,800.00.

050-20 Confirming and approving Change Order No. 1 to the contract between the City and Sterling Quality Concrete, LLC for the 2020 Sidewalk, Curb and Gutter Program, to decrease the contract in an amount not to exceed \$270,627.26, for a total amount not to exceed \$234,725.94; and authorizing the City Manager to execute said Change Order No. 1.

EMERGENCY ORDINANCES

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

025-20 Confirming purchases and the obtaining of services for the City and providing for payments therefor.

139-18 Authorizing the City to retain membership in The Ohio Benefits Cooperative, Inc. ("OBC") regional council of governments, to participate in its OBC Medical Purchasing Cooperative and authorizing the City Manager, Law Director, Director of Finance and Personnel Director to do all things necessary for compliance with OBC By-Laws and the Jefferson Health Plan Agreement ("JHP"), all to provide medical and prescription drug coverage benefits for the City's employees; authorizing expenditures necessary to fulfill the City's obligations under the said By-Laws and JHP agreement.

115-20 Authorizing the City Manager to apply for and accept, if awarded, a 2020-2021 Selective Traffic Enforcement Program Grant in an amount up to \$17,654.08 and a 2020-2021 Impaired Driving Enforcement Program Grant in an amount up to \$24,231.12, from the Ohio Department of Public Safety, Governor's Highway Safety Office to reimburse salaries and certain fringe benefits of officers assigned to special overtime projects; authorizing the City Manager, Finance Director, Law Director and Chief of Police to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grants and to comply with all relevant local, state and federal legal requirements.

116-20 Authorizing the City Manager to apply for and enter into an agreement with the Ohio Department of Transportation for aid in the financing of operating assistance projects pursuant to the Urban Transit Program in the amount of \$193,924.00; 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 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.

117-20 Authorizing the City Manager to apply for and enter into an agreement with the Ohio Department of Transportation pursuant to the FY2021 Ohio Transit Partnership Program (OTP2) Grant in the amount of \$331,000.00 for the purchase of five medium-duty buses, two support vehicles and necessary equipment for the Springfield City Area Transit Maintenance Facility; 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.

155-19 Authorizing the issuance of a purchase order for the renewal purchase of 525 G-Suite Business Licenses and support from Onix Networking Corp. for an amount not to exceed \$68,171.25.

NEW ITEMS ON THE AGENDA

REMARKS FROM THE AUDIENCE

Respectfully submitted,

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

Bryan Heck
City Manager

Request for Commission Action

City of Springfield, Ohio

Item Number: 114-20

Agenda Date: 5/19/2020

Today's Date: 05/6/2020

Subject: Purchase of Two (2) Stainless Steel Dump Bodies

Submitted By: Mark Beckdahl, Finance Director

Department: Service Department

Contact: Jim Crews, Fleet Supt.

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> 14-Day Ordinance | <input type="checkbox"/> Emergency Ordinance (provide justification below) | |
| <input type="checkbox"/> Resolution (1 Reading) | <input type="checkbox"/> 14-Day Resolution (2 Readings) | <input type="checkbox"/> Emergency Resolution |
| <input type="checkbox"/> Motion | <input 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 purchase two (2) stainless steel dump bodies from Kaffenbarger Truck Equipment, 10100 Ballentine Pike, New Carlisle, OH 45344 for use by the Service Department. The total cost shall not exceed \$182,890.00 This purchase is based on the lowest and best of one bid received.

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

Department/Division	Fund Description	Account Number	Actual Cost
Service Department	401	910950-6030	\$182,890.00

Total Cost: \$182,890.00

AN ORDINANCE NO. _____

Authorizing the issuance of a purchase order for the purchase of two Stainless Steel Dump Bodies from Kaffenbarger Truck Equipment for an amount not to exceed \$182,890.00.

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WHEREAS, the City's Purchasing Division has advertised for and received a bid for the purchase of two Stainless Steel Dump Bodies for use by the City's Service Division; and

WHEREAS, after receiving and reviewing the only bid submitted, the City's Purchasing Division has recommended the purchase of two Stainless Steel Dump Bodies from Kaffenbarger Truck Equipment for an amount not to exceed \$182,890.00: NOW, THEREFORE:

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

Section 1. That the issuance of a purchase order is hereby authorized for the purchase of two Stainless Steel Dump Bodies from Kaffenbarger Truck Equipment, 10100 Ballentine Pike, New Carlisle, Ohio 45344, for an amount not to exceed \$182,890.00.

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

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

PASSED this _____ day of _____, A.D., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 261-19

Agenda Date: 5/19/2020

Today's Date: 5/12/2020

Subject: Shelter + Care 2 Grant Amendment

Submitted By: Shannon Meadows

Department: Community Development

Contact: Jackie Sudhoff

☒ **14-Day Ordinance**

☐ **Emergency Ordinance (provide justification below)**

☐ **Resolution (1 Reading)**

☐ **14-Day Resolution (2 Readings)**

☐ **Emergency Resolution**

☐ **Motion**

☒ **Contract**

**Prior
Ordinance/Resolution:** 19-286

**Date of Prior
Ordinance/Resolution:**

Summary:

Requesting Commission action authorizing the City Manager to enter into a Grant Agreement Amendment between the City of Springfield and the Department of Housing and Urban Development (HUD) for the Continuum of Care (Shelter + Care 2 Grant # OH0295L5E071810). This amendment shifts the grant from project based vouchers located at the St Vincent DePaul house to tenant based vouchers, which allows citywide unit selection.

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

Department/Division	Fund Description	Account Number	Actual Cost
CD			

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Shelter Plus Care 2 Grant Agreement Amendment (Grant #OH0295L5E071810) with the United States Department of Housing and Urban Development to shift the grant from project-based vouchers at the St. Vincent DePaul house to tenant-based vouchers which allow for city-wide unit selection; and 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 amendment and to comply with all relevant local, state and federal legal requirements.

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WHEREAS, the City has entered into a Shelter Plus Care 2 Grant Agreement (Grant #OH0295L5E071810) with the United States Department of Housing and Urban Development pursuant to Ordinance No. 19-286; and

WHEREAS, the United States Department of Housing and Urban Development has provided the City with an amendment to said Grant Agreement to shift the grant from project-based vouchers at the St. Vincent DePaul house to tenant-based vouchers which allow for city-wide unit selection; 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 Shelter Plus Care 2 Grant Agreement Amendment (Grant #OH0295L5E071810) with the United States Department of Housing and Urban Development, a copy of which is attached hereto and is hereby approved, to shift the grant from project-based vouchers at the St. Vincent DePaul house to tenant-based vouchers which allow for city-wide unit selection.

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 amendment and to comply with all relevant local, state and federal legal requirements.

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

PASSED this _____ day of _____, A.D., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION



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

**GRANT AGREEMENT --- AMENDMENT
CONTINUUM OF CARE (CoC) HOMELESS PROGRAM**

RECIPIENT: City of Springfield

RECIPIENT TAX ID NUMBER: 31-6000056
DUNS NUMBER: 079426334

GRANT AMOUNT: \$33,352

PROJECT NUMBER: OH0295L5E071810

PROJECT NAME: Springfield St. Vincent DePaul

OPERATING START DATE: 12/01/2019

This Grant Agreement Amendment is made by and between the United States Department of Housing and Urban Development (HUD) and the above-named Recipient.

RECITALS

1. HUD and Recipient entered into the Grant Agreement, with an Operating Start Date of 12/01/2019, for the above project located in Springfield, Ohio.
2. Under the terms of the Grant Agreement, the Recipient received a grant from HUD to be used to carry out the project described in the Grant Agreement over a 1-year period. The term of that Grant Agreement will end 11/30/2020.
3. Recipient desires to amend the Grant Agreement to shift project code from Project Based to Tenant Based Component.
4. HUD has determined that the change is necessary to better serve eligible persons within the geographic area and to ensure that the priorities established by HUD are met.
5. HUD has reviewed the project and the performance of the Recipient and determined that the need for assistance for homeless persons continues within the jurisdiction within which the project is located, and the need for the project continues.
6. HUD's total funding obligation for this grant remains the same (\$33,352), with funds allocated as follows:

	<u>Original</u>
Rental Assistance	\$ 30,348
Administration	\$ 3,004
TOTAL	\$ 33,352

AGREEMENTS

1. The Grant Agreement is hereby changed to reflect the adjustments made in Recitals #3 and #6 above.
2. The effective date of this change is the date of execution by HUD as noted below.
3. All other provisions of the Grant Agreement remain unamended.

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

**THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OF THE UNITED STATES OF AMERICA**

by the Secretary of Housing and Urban Development

BY: 

Rende' Ryles
Acting Director, Office of Community
Planning and Development



(Date)

RECIPIENT/GRANTEE

City of Springfield

Name of Organization

BY: _____

(Signature of Authorized Official)

(Typed Name and Title)

(Date)

AN ORDINANCE NO. _____

Amending the Zoning Map of Springfield, Ohio by rezoning 1.22 acres, being Parcel No. 3400600005427031, from DMC, Downtown Medical Campus UPOD to CN-2, Neighborhood Commercial District UPOD.

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

Section 1. That the Zoning Map of Springfield, Ohio, referred to in Subsection 1173.02(a) of the Springfield Zoning Code, is hereby amended by rezoning 1.22 acres, being Parcel No. 3400600005427031 and bordering West North Street, South Yellow Springs Street and West Columbia Street, from DMC, Downtown Medical Campus UPOD to CN-2, Neighborhood Commercial District UPOD.

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

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

PASSED this _____ day _____, A.D., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun

_____, 2020)

I do hereby certify that the foregoing Ordinance No. _____ was duly
published in the Springfield News-Sun on _____, 2020.

CLERK OF THE CITY COMMISSION

AN ORDINANCE NO. _____

Approving an amendment to the existing CC-2A Shopping Center Plan located in the area of Bechtle Avenue and Saint Paris Connector to modify the designated green space and commercial use space in Parcel Nos. 3300600006100019 and 3300600006100024.

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

Section 1. That this Commission does hereby approve an amendment to the existing CC-2A Shopping Center Plan located in the area of Bechtle Avenue and Saint Paris Connector to modify approximately 1.071 acres in Parcel No. 3300600006100019 from designated green space to commercial use space, and to modify approximately 1.528 acres in Parcel No. 3300600006100024 from commercial use space to green space. A copy of the map showing the amendment to the existing CC-2A Shopping Center Plan is attached hereto and marked "Exhibit A".

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

PASSED this _____ day of _____, A.D., 2020.

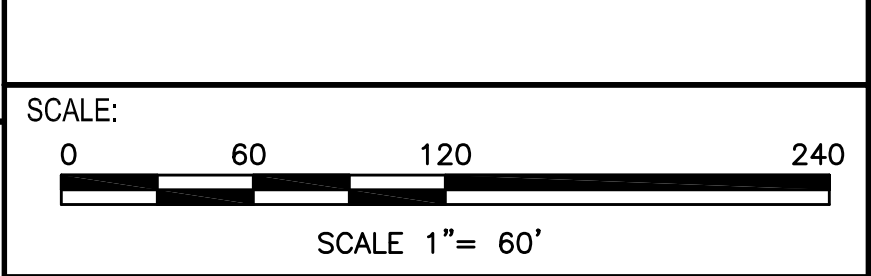
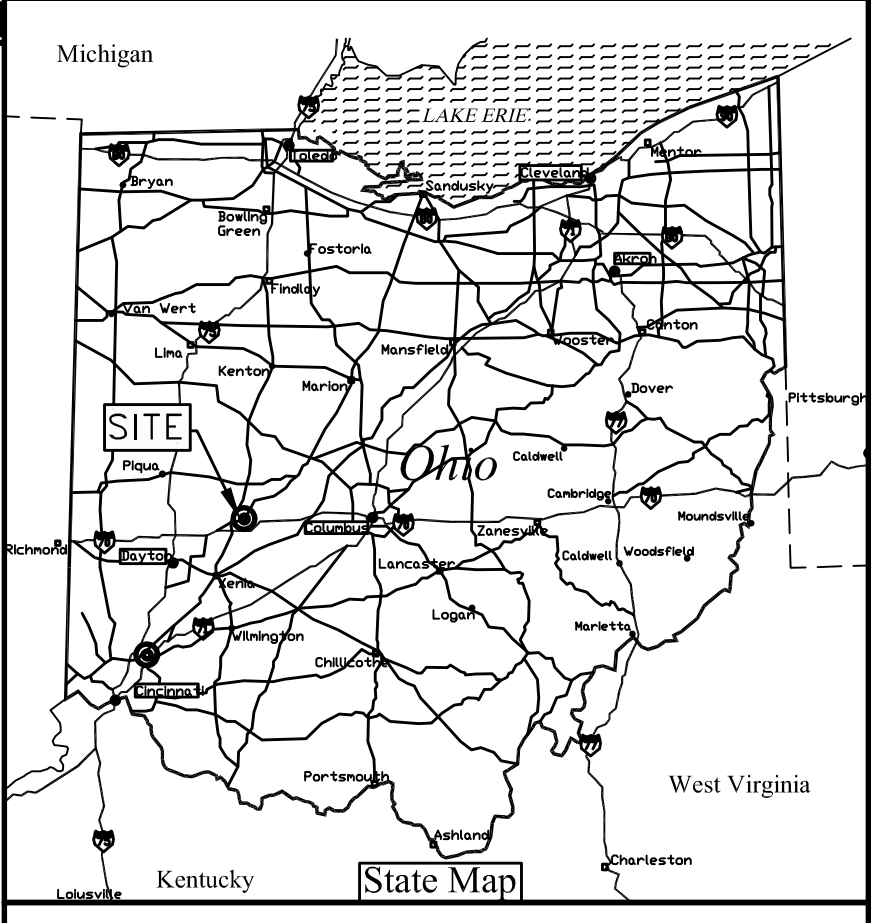
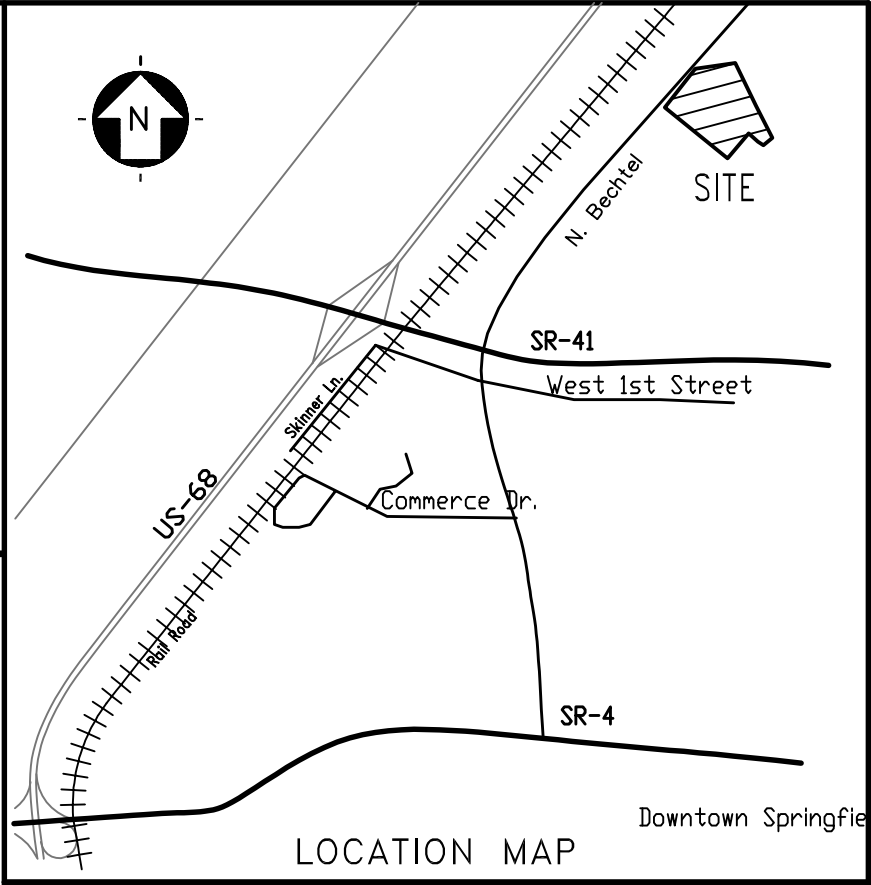
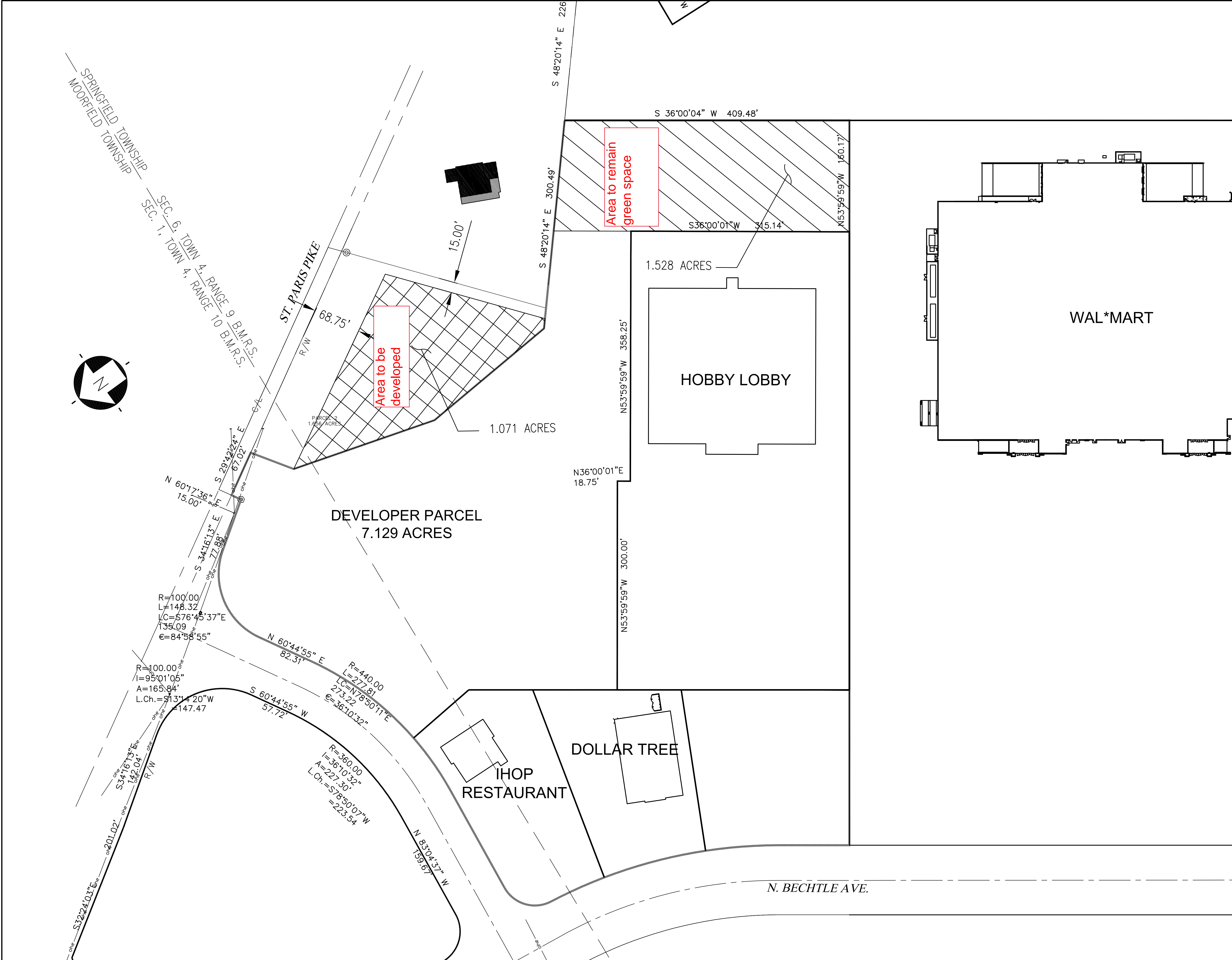
PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun
_____, 2020)

I do hereby certify that the foregoing Ordinance No. _____ was duly published in the Springfield News-Sun on _____, 2020.

CLERK OF THE CITY COMMISSION



No.	DATE	ISSUED	REV.
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The depicted plan is intended as a presentation of a concept for a proposed development. The plan is subject to all rules and regulations of the local governing municipality. Detention areas are estimated and subject to change. Boundary information is based on tax plat information or other owner supplied data and is considered approximate.

Calibre Engineering
10534-B Success Lane
Centerville, OH 45458
937.885.9380
CalibreEng@aol.com

N. BECHTLE SQUARE
City of Springfield
Clark County, Ohio
North Bechtle Square I
Investments LLC
Powell, OH 43165
1008 Wellington Road
(614) 537-4475

CP-2.0
LAND USE
MODIFICATION

PROJECT NO: 2019122 FEB 14, 2020

AN ORDINANCE NO. _____

Vacating the first alley east of Woodlawn Avenue from Bill Edwards Drive north to the intersecting east-west alley.

...oooOOOooo...

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

Section 1. That the first alley east of Woodlawn Avenue from Bill Edwards Drive north to the intersecting east-west alley is hereby vacated.

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

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

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

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

PASSED this _____ day of _____, A.D., 2020.

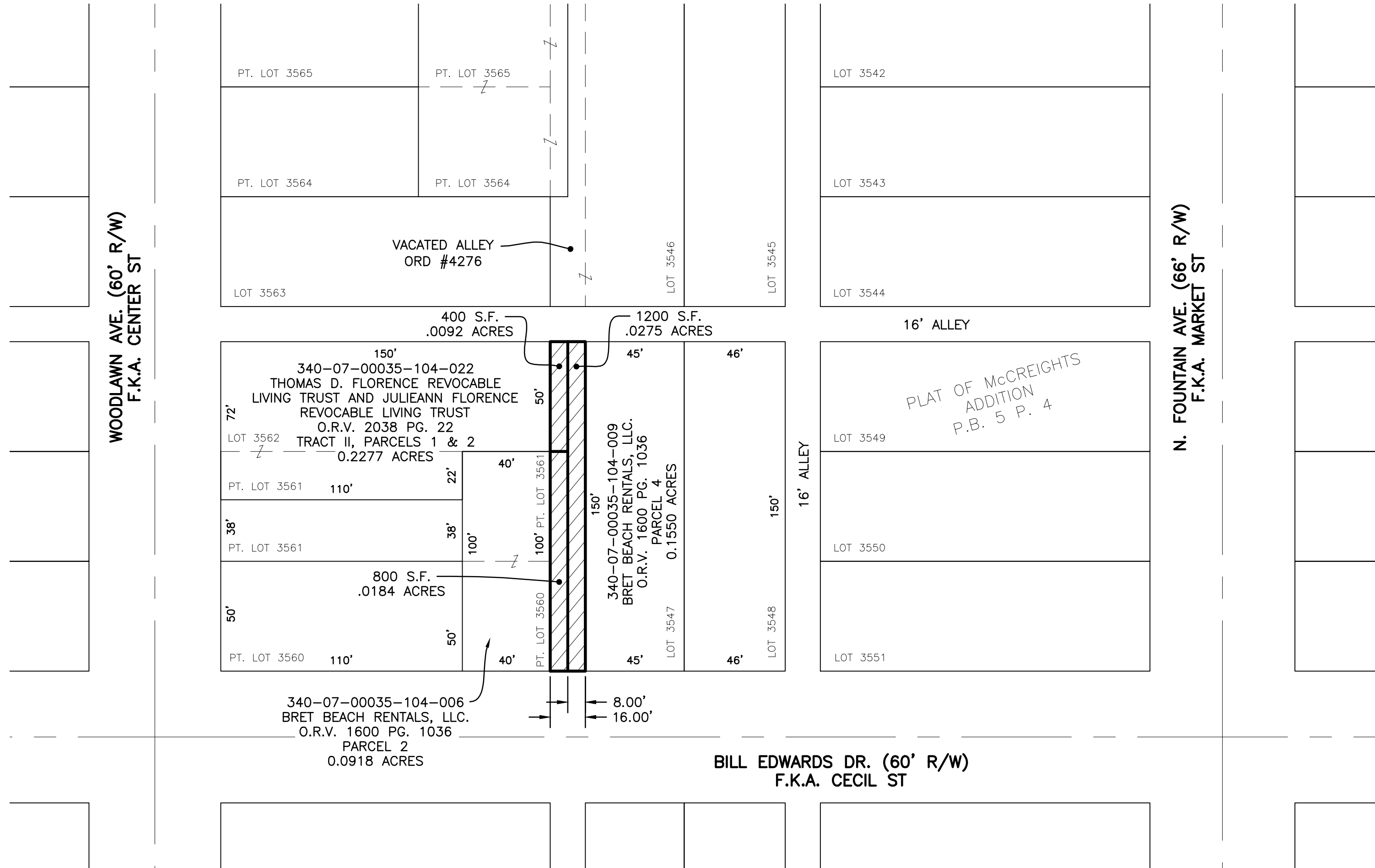
PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

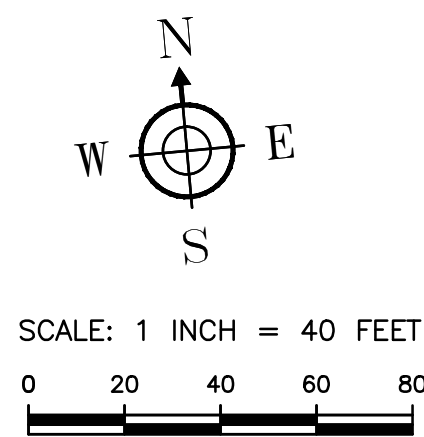
(Published: Springfield News-Sun
_____, 2020)

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duly published in the Springfield News-Sun on _____,
2020.

CLERK OF THE CITY COMMISSION

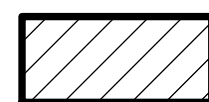


APPROVED
By MP at 8:28 am, Mar 06, 2020



NOTES:

1. THE INFORMATION SHOWN HEREON WAS DERIVED FROM RECORDS AT THE CLARK COUNTY, OHIO TAX MAP DEPARTMENT AND THE CLARK COUNTY, OHIO RECORDER'S OFFICE AND IS NOT THE RESULT OF A FIELD SURVEY.
2. THE VACATED RIGHT-OF-WAY SHALL BE DIVIDED ALONG THE CENTERLINE AND EACH PART SHALL BE ATTACHED TO THE ADJOINING PROPERTIES TO THE EAST AND WEST. THE AREA OF VACATED RIGHT-OF-WAY TO BE ADDED TO EACH PARCEL IS SHOWN ON THE MAP.
3. THIS MAP WAS PREPARED UNDER THE SUPERVISION OF MARK T. SCHOLL, P.S. - OHIO REG. NO. 6599.



TO BE VACATED

RIGHT OF WAY VACATION
FIRST ALLEY EAST OF WOODLAWN AVENUE FROM BILL EDWARDS DRIVE NORTH TO THE FIRST INTERSECTING ALLEY
PART OF SEC. 35, T. 5, R. 9 B.M.R.S.
CITY OF SPRINGFIELD
CLARK COUNTY, OHIO
FEBRUARY 24, 2020

MARK T. SCHOLL P.S. 6599
CITY OF SPRINGFIELD, OHIO
ENGINEERING DEPARTMENT
76 EAST HIGH STREET
SPRINGFIELD, OHIO 45502

FILE: ENGINEER\VACATIONS\A530.DWG

SEAL



CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

MOTION SHEET

DATE: March 10, 2020

TO: City Commission

FROM: City Planning Board

SUBJECT:

REQUEST: Request to amend the agreement to remove parcel # 3400600005427031 from the Core Area to permit development as an office

RECOMMENDED ACTION: 14 Day Ordinance

The following motion was made at the regular March 9, 2020 City Planning Board meeting:

MOTION: Motion by Ms. Fleming to amend the Southwest Downtown Urban Renewal Redevelopment Agreement to remove parcel #3400600005427031 from the Core Area. Seconded by Ms. Lewis-Campbell.

VOTE: YEAS: Ms. Lewis-Campbell, Ms. Fleming, Mr. Harris, Mr. Smith, and Ms. Roberge. NAYS: None. Motion approved.

Respectfully submitted,

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

Stephen Thompson
Planning Zoning and Code Administrator

Attachments:

1. Staff Report
2. Application and Attachments

AN ORDINANCE NO. _____

Adopting a Southwest Downtown Urban Renewal Plan Amendment #5.

...oooOOOooo...

WHEREAS, the City of Springfield, Ohio adopted the Southwest Downtown Urban Renewal Plan as authorized in Ordinance No. 02-394, and amended in Ordinance Nos. 03-380, 05-109, 06-167 and 11-108; and

WHEREAS, Amendment No. 3 to the Southwest Downtown Urban Renewal Plan designated certain real property within the southwest downtown area as the “Core Area”; and

WHEREAS, this City Commission now wishes to amend the Southwest Downtown Urban Renewal Plan to remove 1.22 acres identified as Parcel No. 340-06-00005-427-0031 (“the Property”, from the Core Area, allowing Community Mercy Health Partners to sell the Property to Springfield Metropolitan Housing Authority for development; and

WHEREAS, the City Planning Board, which is the duly designated and acting official planning body for the City, has reviewed and considered the said Southwest Downtown Urban Renewal Plan Amendment #5; and

WHEREAS, the City Planning Board has submitted to this Commission its report recommending that the said Southwest Downtown Urban Renewal Plan Amendment #5 be adopted by the City and has certified that the said Southwest Downtown Urban Renewal Plan Amendment #5 conforms to the general plan for the City as a whole; and

WHEREAS, the City's Community Development Department has prepared and referred to this City Commission for review and approval the said Southwest Downtown Urban Renewal Plan Amendment #5 document, including the recommendations and certification of the City Planning Board and the recommendation of the City staff; and

WHEREAS, this City Commission has duly considered the report of the City Planning Board, the City Planning Board's recommendations, and the City Planning Board's certification; and

WHEREAS, this City Commission is in agreement with the recommendations of the City Planning Board and the recommendations of the City’s Community Development Department that the said Southwest Downtown Urban Renewal Plan Amendment #5 be approved and adopted and this City Commission finds that approval and adoption of the said Southwest Downtown Urban Renewal Plan Amendment #5 will serve to assist this City Commission in pursuing the proper public purpose of eliminating and preventing the reoccurrence of slum and blight within the Southwest Downtown Urban Renewal Area (described in Amendment #5) and

the preservation of the public health, safety and welfare in the Southwest Downtown Urban Renewal Area and the environs thereabout; NOW, THEREFORE:

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

Section 1. That this City Commission hereby adopts the findings set forth in the above recitals, which are made a part of this Ordinance, and further finds and determines that the said Southwest Downtown Urban Renewal Plan Amendment #5, a copy of which is attached hereto, conforms to the general plan of the City.

Section 2. That the said Southwest Downtown Urban Renewal Plan Amendment #5 having been duly reviewed and considered, is hereby approved and adopted, and the City Clerk is hereby directed to file said copy of the Southwest Downtown Urban Renewal Plan Amendment #5 with the minutes of this meeting.

Section 3. That it is hereby found and determined that the said Southwest Downtown Urban Renewal Plan Amendment #5 will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the renewal of the area by private enterprise.

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

PASSED this _____ day of _____, A.D., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun
_____, 2020)

I do hereby certify that the foregoing Ordinance No. _____ was duly published in the Springfield News-Sun on _____, _____, 2020.

CLERK OF THE CITY COMMISSION

SOUTHWEST DOWNTOWN URBAN RENEWAL PLAN AMENDMENT #5

MODIFICATION OF THE CORE AREA

1. Recitals and Background

- A. The City of Springfield, Ohio (the "Municipality") adopted the Southwest Downtown Urban Renewal Plan, enacted by ordinance, on October 29th, 2002 (the "Plan"). Pursuant to Amendment #3, the Plan was amended to designate certain property within the southwest downtown area as the "Core Area."
- B. Subsequently, the Municipality and Community Mercy Health Partners (the "Hospital") entered into a Redevelopment Agreement dated May 31, 2006, (the "Redevelopment Agreement") by which the Hospital agreed to construct within the Core Area a state of the art medical services facility in order to secure long term downtown employment for Springfield residents and to foster economic growth for the Springfield community.
- C. The Hospital has completed its work under the Redevelopment Agreement. There remains, though, a small portion of the Core Area on which the medical services facility was not built and which the Hospital wishes to sell to Springfield Metropolitan Housing Authority for it to construct thereon a new building for its offices. This small area contains 1.22 acres, is identified as Parcel No. 340-06-00005-427-0031, and is described as the "Parcel 16 Tract" in the Municipal Warranty Deed recorded at Official Record Volume 1948, Page 310 (the "Property"). A copy of the Municipal Warranty Deed is attached hereto as Exhibit A.
- D. The Municipality now desires to further amend the Plan so to remove the Property from the Core Area, thus allowing Springfield Metropolitan Housing Authority to acquire the Property free from the development restrictions imposed by the requirements of the Core Area and by the Redevelopment Agreement.
- E. Amendment #3 of the Plan provides that the Plan may be amended as the Municipality now desires.

2. Amending Language

- A. The description of the "Core Area" in Amendment #3, "DESIGNATION OF "CORE AREA"" reads as follows:
 - a. *"The following portion of the Southwest Downtown Urban Renewal Area is designated as the "Core Area" in this urban renewal plan document and comprises an area of 49.16 acres (see Exhibit A) as is described as follows:*

Beginning at the point of intersection of the North right of way line of West North Street and East right of way line of Wittenberg Ave., thence north along the east right of way line of Wittenberg Ave northward to its intersection with the south right of way line of the Indiana and Ohio Railroad right of way, thence westward along the south right of way line of the Indiana and Ohio Railroad right of way to its intersection with the west property line of a parcel owned by Greenland Investments LTD. Said parcel also known as permanent parcel number 06-00005-414-001, thence southward along the east property line of said Greenland Investments LTD property to the southeast corner of that property, thence westward along the south property line of the Greenland Investments LTD property to its intersection with the east right of way line of North Yellow Springs Street, thence southward along the east right of way line of North Yellow Springs Street to its intersection with the north right of way line of Columbia Street, thence along the north right of way line of Columbia Street eastwardly to its intersection with the west right of way line of North Wittenberg Ave., thence northward along the west right of way line of North Wittenberg Ave to the south right of way line of the proposed eastern North Street realignment to its intersection with the west property line of a parcel of land owner by Joshua A Lephart said parcel also being known as permanent parcel number 07-00035-316-025, thence northward along the extended west property line of said parcel number 07-00035-316-025 owned by Joshua A Lephart to its intersection with the north right of line of West North Street, thence westward along the north right of way line of west North Street to the point of beginning of the parcel herein described said parcel containing approximately 49.16 acres of land more or less.

The balance of the territory included in the Southwest Downtown Urban Renewal Area is sometimes herein referred to as the "projected expansion area." "

- b. This section of Amendment #3 is hereby amended to except the following legal description of the Property from designation of the "CORE AREA":

Situate in Section 5, Town 4, Range 9 B.M.R.s, City of Springfield, Clark County, State of Ohio and being all of Lots 189 and 191 and parts of Lots 188 and 190 of James Demint's Second Plat as recorded in P.B. 4, Pg. 2 of the plat records of said county as conveyed to The City of Springfield, Ohio by nine instruments as recorded in O.R. Vol. 1767, Pg. 576, O.R. Vol. 1821, Pg. 2108, O.R. Vol. 1854 Pg. 1681, O.R. Vol. 1799, Pg. 87, O.R. Vol., 1793, Pg. 18, and O.R. Vol. 1804, Pg. 1414 of the deed records of said county and being more particularly bounded and described , per a survey performed by LJB Inc. in February 2009;

Beginning at a 5/8 inch iron pin set at the northwest corner of said Lot 189, said corner being at the intersection of the existing south right of way line of U.S. 40 (North Street a 66 foot right of way) and the existing east right of way line of North Yellow Springs Street (a 66 foot right of way) and existing east right of way line of North Yellow Springs Street (a 66 foot right of way), said pin being North 10° 56'00"

West a distance of 889.55 feet from NGS Control Monument Clark #70 and the TRUE POINT OF BEGINNING, witness a 5/8 inch iron pin found bearing South 84° 47' 04" East 2.47 feet;

Thence along the existing south right of way line of U.S. 40 (North Street) and the north line of said Lots 188 South 84° 47' 04" East for a distance of 127.67 feet to a 5/8 inch iron pin set at the northeast corner of said Part Lot 188 and at a northwest corner of a 1.664 acre tract conveyed to Springfield Venture, LLC. by instrument recorded in O.R. Vol. 1289, Pg. 78 of the deed records of said county;

Thence along the westerly line of said 1.664 acre tract the following three courses:

- 1) South 05° 12' 50" West for a distance of 197.94 feet to a 5/8 inch iron pin set in the south line of Lot 188 and the north line of Lot 190;*
- 2) South 84° 45' 03" E for a distance of 22.95 feet to a 5/8 inch iron pin found;*
- 3) South 5° 33' 54" West for a total distance of 198.57, passing a 5/8 inch iron pin found at 197.78 feet to the south line of Lot 190 and the north right of way of West Columbia Street (a 66 foot right of way);*

Thence with the north line of West Columbia Road and the south lines of said lots 190 and 191 North 84° 43' 03" West for a distance of 149.14 feet to a 5/8 inch iron pin set at the southwest corner of Lot 191 and in the east right of way of North Yellow Springs Street, reference a mag nail found bearing South 30° 04' 20" West a distance of 0.99 feet;

Thence along the west line of said Lots 191 and 189 and along said east right of way line North 05° 10' 32" East for a distance of 396.34 feet to the TRUE POINT OF BEGINNING. Contains 1.263 acres, more or less, and is subject to all legal easements and restrictions on record.

Iron pins set in the above description are 5/8 inch by 30 inch reinforcing rods with plastic caps stamped "LJB INC."

This description is based upon a field survey made in February of 2009 and boundary resolution performed by LJB Inc., under the supervision of Andrew J. Shahan, Ohio Registered Surveyor Number 8378.

The description for this parcel above was prepared and reviewed on September 28, 2009 under the supervision of James P. Benedict, Ohio Registered Surveyor Number 6583.

The above description area is contained within Clark County Auditor's Parcel Identification Number 340-06-00005-427-031.

The basis of bearings for this project is based upon a GPS control survey with the following parameters: Horizontal Datum: NAD 83 (1995). Vertical Datum: NAVD 29.

*Units: US Survey Foot. State Plane Zone: Ohio South. Geoid Model: GEOID 03.
Coordinate System: Ground. Control Monuments Used: CLARK #70, CLARK #87 AZ.
Parcel No. 340-06-00005-427-031.*

- c. The Property is hereby removed from the Core Area and the land restrictions and building restrictions described therein. With this removal of the Property from the Core Area, the Municipality also acknowledges that the terms and conditions of the Redevelopment Agreement no longer apply to the Property.
- d. The Property is removed from the "CORE AREA" but is not removed from the overlaying "Southwest Downtown Urban Renewal Area" and the restrictions and objectives imposed therein.
- e. A map highlighting the Property is attached to this Amendment #5 as Exhibit B.

3. Remainder

- a. Anything not specifically addressed in the Southwest Downtown Urban Renewal Plan as amended by this Amendment #5 remains unchanged and fully enforceable.

The City of Springfield, Ohio

Bryan Heck, City Manager

Approved as to form:

Jason T. Irick
Assistant Law Director



BK: 1948 PG: 310

APPROVED
CLARK COUNTY MAP DEPT

13.5.

DEC 22 2011

- ☒ LEGAL DESCRIPTION
☐ SURVEY PLAT/LOT SPLIT
☐ SUBDIVISION/ANNEXATION

Transferred Sale Price <u>none</u> 3962 DEC 22 2011 JH John S. Federer Auditor
--

201100017303
 Filed for Record in
 CLARK COUNTY, OH
 NANCY FENCE, RECORDER
 12-22-2011 At 11:38 am.
 WARRANTY 52.00
 OR Volume 1948 Page 310 - 314

MUNICIPAL LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That **THE CITY OF SPRINGFIELD, OHIO**, a municipal corporation of the State of Ohio, the Grantor herein, for good and valuable consideration received and to be received of **COMMUNITY MERCY HEALTH PARTNERS**, an Ohio not for profit corporation and the Grantee herein, whose tax mailing address is 2615 East High Street, Springfield, Ohio 45505, which other good and valuable consideration is further described in the Redevelopment Agreement between Grantor and Grantee dated effective May 31, 2006, a copy of which is on file in the office of the Finance Director of The City of Springfield, Ohio, does hereby grant, with limited warranty covenants, unto the said Grantee, its successors and assigns, the following described parcels of real estate (hereinafter referred to as "the Property") to wit:

Phase III Tract:

Situated in the State of Ohio, County of Clark, City of Springfield, and being part of Section 5, Town 4, Range 9, B.M.R.S. (Between the Miami River Survey) and part of Section 35, Town 5, Range 9, B.M.R.S. (Between the Miami River Survey) and being further described as follows:

Being all of Lot A, Lot B and Lot C of the Springfield Regional Medical Center Phase III plat as the same is numbered and designated in Vol. 18, Page 292 of the Plat Records of Clark County, Ohio (doc. # 2011-00008017).

Parcels No. 340-07-00035-326-001, 340-07-00035-327-001 and
 340-07-00035-327-002.

201100017303
 JAMES PEIFER
 HOLD



BK: 1948 PG: 311

Parcel 16 Tract

Situate in Section 5, Town 4, Range 9 B.M.R.s, City of Springfield, Clark County, State of Ohio and being all of Lots 189 and 191 and part of Lots 188 and 190 of James Demint's Second Plat as recorded in P.B. 4, Pg. 2 of the plat records of said county as conveyed to The City of Springfield, Ohio by nine instruments as recorded in O.R. Vol. 1767, Pg. 576, O.R. Vol. 1821, Pg. 2108, O.R. Vol. 1795, Pg. 2331, O.R. Vol. 1755, Pg. 2299, O.R. Vol. 1756, Pg. 329, O.R. Vol. 1854, Pg. 1681, O.R. Vol. 1799, Pg. 87, O.R. Vol., 1793, Pg. 18, and O.R. Vol. 1804, Pg. 1414 of the deed records of said county and being more particularly bounded and described, per a survey performed by LJB Inc. in February 2009;

Beginning at a 5/8 inch iron pin set at the northwest corner of said Lot 189, said corner being at the intersection of the existing south right of way line of U.S. 40 (North Street a 66 foot right of way) and the existing east right of way line of North Yellow Springs Street (a 66 foot right of way), said pin being North 10° 56' 00" West a distance of 889.55 feet from NGS Control Monument Clark #70 and the **TRUE POINT OF BEGINNING**, witness a 5/8 inch iron pin found bearing South 84° 47' 04" East 2.47 feet;

Thence along the existing south right of way line of U.S. 40 (North Street) and the north line of said Lots 188 and 189 South 84° 47' 04" East for a distance of 127.67 feet to a 5/8 inch iron pin set at the northeast corner of said Part Lot 188 and at a northwest corner of a 1.664 acre tract conveyed to Springfield Venture, LLC. by instrument recorded in O.R. Vol. 1289, Pg. 78 of the deed records of said county;

Thence along the westerly line of said 1.664 acre tract the following three courses:

- 1) South 05° 12' 50" West for a distance of 197.94 feet to a 5/8 inch iron pin set in the south line of Lot 188 and the north line of Lot 190;
- 2) South 84° 45' 03" E for a distance of 22.95 feet to a 5/8 inch iron pin found;
- 3) South 5° 33' 54" West for a total distance of 198.57 feet, passing a 5/8 inch iron pin found at 197.78 feet to the south line of Lot 190 and the north right of way of West Columbia Street (a 66 foot right of way);



BK: 1948 PG: 312

Thence with the north line of West Columbia Road and the south lines of said Lots 190 and 191 North $84^{\circ} 43' 03''$ West for a distance of 149.14 feet to a 5/8 inch iron pin set at the southwest corner of Lot 191 and in the east right of way of North Yellow Springs Street, reference a mag nail found bearing South $30^{\circ} 04' 20''$ West a distance of 0.99 feet;

Thence along the west line of said Lots 191 and 189 and along said east right of way line North $05^{\circ} 10' 32''$ East for a distance of 396.34 feet to the **TRUE POINT OF BEGINNING**. Contains 1.263 acres, more or less, and is subject to all legal easements and restrictions of record.

Iron pins set in the above description are 5/8 inch by 30 inch reinforcing rods with plastic caps stamped "LJB INC."

This description is based upon a field survey made in February of 2009 and boundary resolution performed by LJB Inc., under the supervision of Andrew J. Shahan, Ohio Registered Surveyor Number 8378.

The description for this parcel above was prepared and reviewed on September 28, 2009 under the supervision of James P. Benedict, Ohio Registered Surveyor Number 6583.

The above described area is contained within Clark County Auditor's Parcel Identification Number 340-06-00005-427-031.

The basis of bearings for this project is based upon a GPS control survey with the following parameters: Horizontal Datum: NAD 83 (1995). Vertical Datum: NAVD 29. Units: US Survey Foot. State Plane Zone: Ohio South. Geoid Model: GEOID 03. Coordinate System: Ground. Control Monuments Used: CLARK #70, CLARK #87AZ.

Parcel No. 340-06-00005-427-031.

TO HAVE AND TO HOLD the Property with the appurtenances thereunto belonging unto the said Grantee, its successors and assigns, so that neither the Grantor, its successors or assigns, nor any other persons claiming title through or under them, shall or will hereafter claim or demand any right or title to the Property, or any part thereof, but they or anyone of them shall by these presents be excluded and forever barred.



BK: 1948 PG: 313

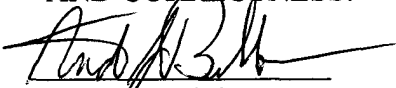
THE INTEREST CONVEYED HEREBY IS SUBJECT TO urban renewal covenants and restrictions, dated August 4, 2011, recorded in the Official Records of the Clark County Recorder on August 9, 2011, in Volume 1936, Pages 2685-2693.

Reservation of Temporary Construction Easements

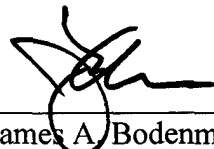
Grantor reserves to itself a the temporary construction easements described in City of Springfield Ordinance No. 10-138. The said temporary construction easements shall automatically expire upon completion of construction of the realignment of North Street as anticipated in The City of Springfield, Ohio's Southwest Downtown Urban Renewal Plan, being the urban renewal plan mentioned in the said urban renewal covenants.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed by their duly authorized officers this 10 day of October, 2011.

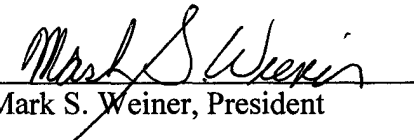
APPROVED AS TO FORM
AND CORRECTNESS:


Deputy Law Director
Andrew J. Burkholder

THE CITY OF SPRINGFIELD, OHIO

By: 
James A. Bodenmiller, City Manager

COMMUNITY MERCY HEALTH
PARTNERS

By: 
Mark S. Weiner, President



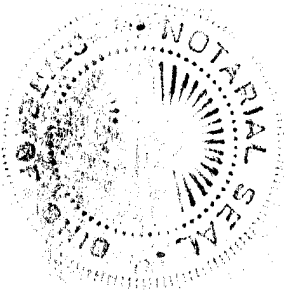
BK: 1948 PG: 314

STATE OF OHIO)
COUNTY OF CLARK)

SS:

Before me, a Notary Public, in and for said County and State, personally appeared James A. Bodenmiller, City Manager of The City of Springfield, Ohio who acknowledges that he signed the foregoing instrument as the fully authorized officer of The City of Springfield, Ohio, a municipal corporation of the State of Ohio, and that the same is its free act and deed and his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio this 10 day of Oct, 2011.



Notary Public

Andrew J. Burkholder, Attorney-At-Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

STATE OF OHIO)
COUNTY OF CLARK)

SS:

Before me, a Notary Public, in and for said County and State, personally appeared Mark S. Weiner, President of Community Mercy Health Partners who acknowledges that he signed the foregoing instrument as the fully authorized officer of Community Mercy Health Partners, a corporation of the State of Ohio, and that the same is its free act and deed and his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio this 19th day of December, 2011.



Notary Public

JULIE A. CRAFT
Notary Public, State of Ohio
My Commission Expires: 10-22-2012

This instrument prepared by The City of Springfield, Ohio.



Request for Commission Action

City of Springfield, Ohio

Item Number: 126-19

Agenda Date: 5/05/2020

Today's Date: 4/27/2020

Subject: Contract Renewal for Purchase of Quicklime

Submitted By: Mark Beckdahl, Finance Director

Department: Water Treatment Plant

Contact: Allen Jones x5880

<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: 19-139

Date of Prior
Ordinance/Resolution: 5/21/2019

Summary

It is respectfully requested that the City Commission authorize the City Manager to exercise the first renewal option of the contract with Carmeuse Lime & Stone, Inc. for the purchase of Quicklime for an amount not to exceed \$774,800.00 for the period of June 21, 2020 through June 20, 2021.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
WTP	620	230201-4313	\$774,800.00

Total Cost: \$774,800.00

AN ORDINANCE NO. _____

Authorizing the exercise of the City's option to renew the contract with Carmeuse Lime & Stone, Inc. for the purchase of quicklime for use by the City's Water Treatment Plant, for an amount not to exceed \$774,800.00.

...oooOOOooo...

WHEREAS, the City and Carmeuse Lime & Stone, Inc. entered into a one-year contract dated June 4, 2019, for the purchase of quicklime for use by the City's Water Treatment Plant; and

WHEREAS, the June 4, 2019 contract provides the City with an option to renew the contract for two (2) additional one (1) year periods; and

WHEREAS, this Commission finds it in the best interest of the City that said contract be renewed for the first renewal option for the purchase of quicklime for use by the City's Water Treatment Plant, for a total amount not to exceed \$774,800.00; NOW, THEREFORE:

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

Section 1. That the City Commission hereby authorizes the exercise of the City's first option to renew the contract with Carmeuse Lime & Stone, Inc. the purchase of quicklime for use by the City's Water Treatment Plant, for an amount not to exceed \$774,800.00.

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

PASSED this _____ day of _____, A.D., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 050-20

Agenda Date: 5/5/2020

Today's Date: 4/29/2020

Subject: Change Order No. 1 with Sterling Quality Concrete, LLC, for the 2020 Sidewalk, Curb and Gutter Project

Submitted By: Kurt Tyson, Construction Superintendent

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:** 6079
20-96

**Date of Prior
Ordinance/Resolution:** 2/25/20
3/24/20

Summary:

Due to the COVID-19 Pandemic, the property owners were not cited for the sidewalk and curb work on the streets in the 2020 PI Paving Project. The City will do the work necessary to allow for the paving, but this cost will be paid by the City. Quantities for the Private Work need to be adjusted; therefore, a change order must be authorized by City Commission.

No deduction to the Purchase Order is needed as the actual quantity amounts were calculated when the Purchase Order was entered – reflecting only the City funding. The correct amount of the project is \$234,725.94 with the quantity adjustments reflected in Change Order No. 1.

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

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

Total Cost: \$

AN ORDINANCE NO. _____

Confirming and approving Change Order No. 1 to the contract between the City and Sterling Quality Concrete, LLC for the 2020 Sidewalk, Curb and Gutter Program, to decrease the contract in an amount not to exceed \$270,627.26, for a total amount not to exceed \$234,725.94; 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 Sterling Quality Concrete, LLC for the 2020 Sidewalk, Curb and Gutter Program, to decrease the contract in an amount not to exceed \$270,627.26, for a total amount not to exceed \$234,725.94.

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., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CONTRACT CHANGE ORDER

NUMBER 1

DATE April 29, 2020

TYPE OF PROJECT: 2020 Sidewalk, Curb & Gutter Program

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

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

ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
	NOTE ATTACHED SHEET		
TOTAL INCREASE			\$0.00
TOTAL DECREASE		(\$270,627.26)	

The sum of (\$270,627.26) is hereby ~~added to~~, **deducted from the total**. Therefore, the adjusted contract price to date is \$234,725.94.

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

2020 Sidewalk, Curb & Gutter Program			
ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
202	Walks, Drives and Alleys Removed (38,431.25) SF @ \$3.00	(\$115,293.75)	
202	Stone Curb Removed (4.5) LF @ \$7.00	(\$31.50)	
203	Excavation, Not Including Embankment Construction (10) CY @ \$20.00	(\$200.00)	
203	Embankment (5) CY @ \$20.00	(\$100.00)	
608	4" Concrete Walk (34762.15) SF @ \$4.25	(\$147,739.14)	
608	6" Concrete Drives and Alley Intersections (652) SF @ \$5.25	(\$3,423.00)	
608	8" Concrete Drives and Alley Intersections (66.5) SF @ \$6.25	(\$415.63)	
609	Curb, Type A, Radius (4.5) LF @ \$25.00	(\$112.50)	
653	Topsoil Furnished and Placed (33.9) CY @ \$75.00	(\$2,542.50)	
659	Seeding and Mulching (187.3125) SY @ \$4.00	(\$749.25)	
S-2*	Spouting Under Sidewalk (20) LF @ \$1.00	(\$20.00)	
TOTAL INCREASE			\$0.00
TOTAL DECREASE		(\$270,627.26)	

Request for Commission Action

City of Springfield, Ohio

Item Number: 025-20

Agenda Date: 5/19/2020

Today's Date: 5/13/2020

Subject: Moral Obligations

Submitted By: Mark Beckdahl, Finance Director

Department: Finance / Accounting

Contact: Katie Eviston

☐ 14-Day Ordinance

☒ Emergency Ordinance (provide justification below)

☐ Resolution (1 Reading)

☐ 14-Day Resolution (2 Readings)

☐ Emergency Resolution

☐ Motion

☐ 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 May 19, 2020, 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 therein.

...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., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Moral Obligation Listing for 5/19/2020

Department	Vendor	Invoice #	Amount of Moral Ob.	Account #	Invoice Amount
CSC - Facilities	Silco Fire & Security	2222598	\$ 706.50	505008-4030	\$ 706.50
Prior year invoice exceeds balance remaining on PO.					
Finance	First Transit	52660-0420	\$ 25,786.30	210450-4070 (8300)	\$ 132,692.45
PO was not in place; add'l reimb. type grant funding received.					
Municipal Court - Judicial	Thomson Reuters - West	837359874	\$ 914.00	620609-4316	\$ 914.00
Prior year unpaid invoice.	<i>Confirm & Approve</i>				
WWTP	W.W. Williams	5163830-00	\$ 310.81	351304-4030	\$ 1,035.59
Invoice exceeds balance remaining on PO.					
	Benchmark Industrial Supply	157041847	\$ 157.30	351304-4316	\$ 157.30
	Benchmark Industrial Supply	157042318	\$ 219.20	351304-4316	\$ 219.20
	Benchmark Industrial Supply	157042278	\$ 102.14	351304-4316	\$ 102.14
	Benchmark Industrial Supply	157043279	\$ 79.20	351304-4316	\$ 79.20
Invoices exceed balance remaining on PO.					

Request for Commission Action

City of Springfield, Ohio

Item Number: 139-18

Agenda Date: 05/19/2020

Today's Date: 05/11/2020

Subject: Authorizing continuation of group health insurance coverage by retaining membership with the OBC medical purchasing cooperative

Submitted By: Jeff Rodgers, Personnel Director

Department: Personnel

Contact: same

- | | | |
|---|---|---|
| <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:** 06/04/2019

Summary:

Respectfully request that City Commission pass emergency legislation authorizing the City Manager to retain membership in the Ohio Benefits Cooperative for the purpose of continuing group health insurance coverage for the period of July 1, 2020 to June 30, 2021.

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

The current plan year expires at the end of June 2020. Authorization of this renewal will allow for timely implementation and open enrollment process for the new plan year beginning July 1, 2020.

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

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City to retain membership in The Ohio Benefits Cooperative, Inc. ("OBC") regional council of governments, to participate in its OBC Medical Purchasing Cooperative and authorizing the City Manager, Law Director, Director of Finance and Personnel Director to do all things necessary for compliance with OBC By-Laws and the Jefferson Health Plan Agreement ("JHP"), all to provide medical and prescription drug coverage benefits for the City's employees; authorizing expenditures necessary to fulfill the City's obligations under the said By-Laws and JHP agreement; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the Ohio Benefits Cooperative, Inc. is an Ohio regional council of governments, is a member of the Jefferson Health Plan, also an Ohio regional council of governments, and can meet our needs to provide medical and prescription drug coverage benefits to employees, as well as stop loss coverage (i.e. reinsurance) for the period of July 1, 2020 through June 30, 2021; and

WHEREAS, the City wishes to retain membership in the OBC and participate in the OBC Medical Purchasing Cooperative; and

WHEREAS, it has been determined by this Commission that the need to provide uninterrupted health care benefits, for City employees constitutes a real and present emergency requiring a waiver of the formal bidding requirements and that it is imperative that health care coverage for City employees continue without interruption, which creates an emergency to preserve the public peace, property, health, safety and welfare, and is necessary to provide for the usual daily operation of all City departments, 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 shall retain membership in the OBC and shall continue to abide by the By-Laws (on file with the City's Finance Department), the Jefferson Health Plan Agreement (JHP) which will be the Administration Agreement for the OBC (on file with the City's Finance Department), and other rules and regulations of the OBC as established by its governing body, collectively called the OBC/JHP arrangement.

Section 2. The City shall purchase through OBC Medical Purchasing Cooperative the OBC/JHP arrangement stop loss insurance, pooling, administration and other benefits services in order to provide medical and prescription drug coverage benefits for its employees in accordance with the rules and regulations of the OBC.

Section 3. The City Manager is hereby authorized to execute on behalf of the City any and all agreements, contracts, resolutions, instruments, certificates, forms and other documents, and take any and all actions required for the City to retain membership in the OBC, or otherwise effectuate this ordinance. Further, the City Manager, Law Director, Director of Finance and Personnel Director are authorized to do all things necessary for compliance with the said By-Laws and JHP agreement and to comply with all relevant local, state and federal legal requirements.

Section 4. That the City Manager or his designee, is hereby appointed as the City's Member Representative to the OBC Board of Members. City Manager is further hereby authorized to vote on behalf of the City as an *ex officio* member of OBC Board of Members, in accordance with the governing documents of The Ohio Benefits Cooperative, Inc.

Section 5. It is hereby found and determined that all formal actions of this Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this Commission, that all deliberations of this Commission and any committees that resulted in those formal sessions were in meetings open to the public, in compliance with all legal requirements, and the Commission has met all other statutory requirements for participation in a joint self-insurance program.

Section 6. That this City Commission hereby adopts the findings set forth in the above recitals, which are made a part of this ordinance, and further finds a real and present emergency exists pursuant to Section 145.02 of the City's Codified Ordinances requiring a waiver of the bidding requirements to obtain health care benefits.

Section 7. That the benefits provided and single/family coverage costs shall conform in all material respects to the Summary of Benefits effective July 1, 2020 for the 2020/2021 coverage year, attached hereto as Exhibit A.

Section 8. That this Commission hereby authorizes the expenditure of City funds necessary to fulfill the City's obligations under the said By-Laws and JHP agreement and to comply with all relevant local, state and federal legal requirements.

Section 9. 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., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Your summary of benefits

Anthem® BlueCross and BlueShield

Your Plan: **City of Springfield-Anthem Blue Access PPO HSA (with Copay) with Essential Rx Formulary**

Your Network: **Blue Access-Effective 07/01/2020**

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,000 person / \$4,000 family	\$4,000 person / \$8,000 family
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$3,000 person / \$6,000 family	\$8,000 person / \$10,000 family
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible.</i>	No charge	30% coinsurance after deductible is met
Doctor Home and Office Services Primary Care Visit to treat an injury or illness	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Specialist Care Visit	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Prenatal and Post-natal Care <i>In-Network preventive prenatal services are covered at 100%.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Other Practitioner Visits: Retail Health Clinic Preferred On-line Visit <i>Includes Mental/ Behavioral Health and Substance Abuse</i> Other Participating Provider On-line Visit <i>Includes Mental/ Behavioral Health and Substance Abuse</i> Manipulation Therapy <i>Coverage is limited to 12 visits per benefit period. Limit is combined In-Network and Non-Network. Limit is combined across professional visits and outpatient facilities.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met
Other Services in an Office: Allergy Testing Chemo/Radiation Therapy Performed by a Primary Care Physician Chemo/Radiation Therapy Performed by a Specialist Dialysis/Hemodialysis Prescription Drugs <i>For the drugs itself dispensed in the office through infusion/ injection.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Diagnostic Services Lab: Office Outpatient Hospital	 0% coinsurance after deductible is met 0% coinsurance after deductible is met	 30% coinsurance after deductible is met 30% coinsurance after deductible is met
X-Ray: Office Outpatient Hospital	 0% coinsurance after deductible is met 0% coinsurance after deductible is met	 30% coinsurance after deductible is met 30% coinsurance after deductible is met
Advanced Diagnostic Imaging (for example, MRI/PET/CAT scans): Office Outpatient Hospital	 0% coinsurance after deductible is met 0% coinsurance after deductible is met	 30% coinsurance after deductible is met 30% coinsurance after deductible is met
Emergency and Urgent Care Urgent Care (Office Setting) Urgent care(Facility Setting) Urgent Care: Facility fees	 0% coinsurance after deductible is met 0% coinsurance after deductible is met	 30% coinsurance after deductible is met 30% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Urgent Care: Doctor and other services	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Emergency Room Facility Services	\$300 copay per visit after deductible is met	Covered as In-Network
Emergency Room Doctor and Other Services	0% coinsurance after deductible is met	Covered as In-Network
Ambulance (Air, Ground, and Water)	0% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental/Behavioral Health and Substance Abuse		
Doctor Office Visit	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Facility visit:		
Facility Fees	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Doctor Services	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Outpatient Surgery		
Facility Fees:		
Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Doctor and Other Services:		
Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Hospital Stay (all inpatient stays including Maternity, Mental / Behavioral Health, and Substance Abuse) Facility fees (for example, room & board) <i>Coverage for Inpatient Rehabilitation facility (includes services in an outpatient day rehabilitation program) is limited to 60 days combined per benefit period. Limit is combined In-Network and Non-Network.</i> Human Organ and Tissue Transplants <i>Acquisition and transplant procedures, collection and storage. Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.</i> Doctor and other services	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met
Recovery & Rehabilitation Home Health Care <i>Coverage is limited to 100 visits per benefit period. Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Rehabilitation services (for example, physical/speech/occupational therapy): Office <i>Limit is combined for rehabilitative and habilitative services. Coverage for Occupational Therapy is limited to 20 visits per benefit period, Physical Therapy is limited to 20 visits per benefit period and Speech Therapy is limited to 20 visits per benefit period. Limit is combined for In-Network and Non-Network. Limit is combined across professional visits and outpatient facilities. Benefits for Autism Spectrum Disorders for members up to age 14 includes an additional 20 visits for speech and language therapies, 20 visits for occupational therapy, and a limit of 20 hours per week for Clinical Therapeutic Intervention services.</i> Outpatient Hospital <i>Limit is combined for rehabilitative and habilitative services. Coverage for Occupational Therapy is limited to 20 visits per benefit period, Physical Therapy is limited to 20 visits per benefit period and Speech Therapy is limited to 20 visits per benefit period. Limit is combined for In-Network and Non-Network. Limit is combined across</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<i>professional visits and outpatient facilities. Benefits for Autism Spectrum Disorders for members up to age 14 includes an additional 20 visits for speech and language therapies, 20 visits for occupational therapy, and a limit of 20 hours per week for Clinical Therapeutic Intervention services.</i>		
Cardiac rehabilitation Office <i>Coverage is limited to 36 visits per benefit period. Limit is combined In-Network and Non-Network. Limit is combined across professional visits and outpatient facilities.</i> Outpatient Hospital <i>Coverage is limited to 36 visits per benefit period. Limit is combined In-Network and Non-Network. Limit is combined across professional visits and outpatient facilities.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met
Pulmonary rehabilitation Office <i>Coverage is limited to 20 visits per benefit period. Limit is combined In-Network and Non-Network. Limit is combined across professional visits and outpatient facilities.</i> Outpatient Hospital <i>Coverage is limited to 20 visits per benefit period. Limit is combined In-Network and Non-Network. Limit is combined across professional visits and outpatient facilities.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met
Skilled Nursing Care (in a facility) <i>Coverage for Skilled Nursing is limited to 100 days combined per benefit period. Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Hospice	0% coinsurance after deductible is met	0% coinsurance after deductible is met
Durable Medical Equipment	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Prosthetic Devices <i>Coverage for wigs after cancer treatment is limited to 1 item per benefit period. Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use a Preferred Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Combined with In-Network medical deductible	Combined with Non-Network medical deductible
Pharmacy Out of Pocket	Combined with In-Network medical out of pocket maximum	Combined with Non-Network medical out of pocket maximum
Prescription Drug Coverage <i>Essential Drug List</i> <i>This product has a 90-day Retail Pharmacy Network available. A 90 day supply is available at most retail pharmacies.</i>		
Tier 1 - Typically Generic <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program). Covers up to 90 day supply (retail maintenance pharmacy). No coverage for non-formulary drugs.</i>	\$10 copay per prescription after deductible is met (retail and home delivery)	50% coinsurance with a \$70 copay minimum after deductible is met (retail) and Not covered (home delivery)
Tier 2 – Typically Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program). Covers up to 90 day supply (retail maintenance pharmacy). No coverage for non-formulary drugs.</i>	\$35 copay per prescription after deductible is met (retail) and \$70 copay per prescription after deductible is met (home delivery)	50% coinsurance with a \$70 copay minimum after deductible is met (retail) and Not covered (home delivery)
Tier 3 - Typically Non-Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program). Covers up to 90 day supply (retail maintenance pharmacy). No coverage for non-formulary drugs.</i>	\$70 copay per prescription after deductible is met (retail) and \$140 copay per prescription after deductible is met (home delivery)	50% coinsurance with a \$70 copay minimum after deductible is met (retail) and Not covered (home delivery)

Your summary of benefits

Notes:

- The family deductible and out-of-pocket maximum are non-embedded meaning the cost shares of all family members apply to one shared family deductible and one shared family out-of-pocket maximum. The individual deductible and individual out-of-pocket maximum only apply to individuals enrolled under single coverage.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to end of the month in which the child attains age 26.
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- Certain diabetic and asthmatic supplies are available at Network pharmacies, diabetic test strips paid same as any other drug.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- Certain diabetic and asthmatic supplies are covered subject to applicable prescription drug copayments/coinsurance when you get them from an In network pharmacy. These supplies are covered as medical supplies and durable medical equipment if you get them from an Out of network pharmacy. Diabetic test strips are covered subject to applicable prescription drug copayment/coinsurance. Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.
- Hospital stay for Maternity Coverage will not be limited to less than 48 hours for a vaginal delivery or 96 hours for a caesarean section.
- The Rx option includes the Essential formulary which is a closed drug list with a focus on therapeutic efficacy and cost effectiveness.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, geriatrics or any other Network provider as allowed by the plan.
- Urgent Care Facility Copay exclude certain diagnostic test such as MRAs, MRIs, C-Scans, Nuclear Cardiology Imaging Studies, Allergy Testing, and Pharmaceutical injection and drugs.
- Benefit limits for speech and language therapy and occupational therapy for the treatment of autism are in addition to the separate listed occupational and speech therapy benefit limits. Behavioral analysis provided by or under the supervision of a professional who is licensed, certified, or registered by an appropriate agency of the state of Ohio to perform the services in accordance with a treatment plan is limited to 20 hours per week for members up to age 14.
- Private Duty Nursing limited to 82 visits per Calendar Year.
- Benefit Year = July - June.

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. Independent licensee of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Questions: (833) 639-1634 or visit us at www.anthem.com

OH/LG/Anthem Blue Access PPO HSA (with Copay)/07-01-2020

Your summary of benefits

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company, Independent licensee of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Questions: (833) 639-1634 or visit us at www.anthem.com

OH/LG/Anthem Blue Access PPO HSA (with Copay)/07-01-2020

Request for Commission Action

City of Springfield, Ohio

Item Number: 115-20

Agenda Date: 05/19/2020

Today's Date: 05/11/2020

Subject: Apply and Accept the 2020-2021 Selective Traffic Enforcement Program and the Impaired Driving Enforcement Program Grant Awards

Submitted By: Lee E. Graf, Chief of Police

Department: Police

Contact: 937-324-7720

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

It is respectfully requested that the City Commission authorize the Chief of Police and the City Manager to apply and accept, if awarded, the 2020-2021 Selective Traffic Enforcement Program Award not to exceed \$17,654.08 and the Impaired Driving Enforcement Program Award not to exceed \$24,231.12 through the Ohio Department of Public Safety, Governor's Highway Safety Office, effective October 1, 2020 through September 30, 2021; and further authorize the City Manager, Finance Director and the Chief of Police to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grants and to comply with all relevant local and state requirements.

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

An emergency ordinance is requested to comply with the filing deadline of May 25, 2020.

<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 accept, if awarded, a 2020-2021 Selective Traffic Enforcement Program Grant in an amount up to \$17,654.08 and a 2020-2021 Impaired Driving Enforcement Program Grant in an amount up to \$24,231.12, from the Ohio Department of Public Safety, Governor's Highway Safety Office to reimburse salaries and certain fringe benefits of officers assigned to special overtime projects; authorizing the City Manager, Finance Director, Law Director and Chief of Police to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grants and to comply with all relevant local, state and federal legal requirements; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City has received notification from the Ohio Department of Public Safety, Governor's Highway Safety Office, of the availability of funding for the 2020-2021 Selective Traffic Enforcement Program and the 2020-2021 Impaired Driving Enforcement Program; and

WHEREAS, the grant funds, if awarded, will be used to cover overtime hours worked to address primarily speed, seatbelt violations, and OVI, along with various other traffic violations to achieve grant requirements with a goal to reduce traffic crashes resulting in injuries and fatal accidents for a period from October 1, 2020 through September 30, 2021; and

WHEREAS, it is necessary for this Ordinance to become effective immediately in order to avoid comply with application submission deadlines imposed by the Ohio Department of Public Safety, 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 apply for and accept, if awarded, a 2020-2021 Selective Traffic Enforcement Program Grant in an amount up to \$17,654.08 and a 2020-2021 Impaired Driving Enforcement Program Grant in an amount up to \$24,231.12, from the Ohio Department of Public Safety, Governor's Highway Safety Office to reimburse salaries and certain fringe benefits of officers assigned to special overtime projects.

Section 2. That the City Manager, Finance Director, Law Director and Chief of Police are hereby authorized to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said grants and to comply with

all relevant local, state and federal legal requirements.

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., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 116-20

Agenda Date: 5/19/2020

Today's Date: 5/13/2020

Subject: Apply and Accept Ohio Department of Transportation Operating Grant for 2021

Submitted By: Mark Beckdahl, Finance Director

Department: Springfield City Area Transit (SCAT)

Contact: Nikki Weber x738

- | | | |
|---|---|---|
| <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 authorization for the City Manager and Finance Director to apply for and enter into those agreements necessary to secure funding aid for operating projects for public transit related expenses in 2021 in the amount of \$193,924. Application to be filed with Ohio Department of Transportation pursuant to the Urban Transit Program; and declaring an emergency.

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

Emergency action necessary for timely submission of application 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 operating assistance projects pursuant to the Urban Transit Program in the amount of \$193,924.00; 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 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 therein.

...oooOOOooo...

WHEREAS, the City wishes to apply for FY2021 Urban Transit Program Formula Grant funds from the Ohio Department of Transportation for bus operating expenditure purposes; 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 operating assistance projects pursuant to the Urban Transit Program in the amount of \$193,924.00, said agreement being substantially similar to the FY2020 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 operating assistance program of projects.

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., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor Jack Marchbanks, Ph.D., Director

1980 W. Broad Street, Columbus, OH 43223
614-466-7170
transportation.ohio.gov

11/1/2019

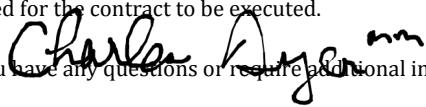
Mark Beckdahl, Director of Finance
City of Springfield
City Hall, 76 East High Street
Springfield, OH 45502

Dear Mr Beckdahl:

State GRF Urban Transit Program - CONTRACT NO.: 083-XUPT-20-0100

The Ohio Department of Transportation (ODOT) is pleased to inform you that \$192,749.00 has been awarded to City of Springfield. These funds originate from ODOT's State Formula Program and will assist in financing your project(s).

The Office of Transit is utilizing electronic signature capability to implement contracts. Please look in your inbox for an email from OneSpan Sign to sign your SFY2020 Urban Transit Program contract electronically. There is an additional exhibit that needs to be signed with this contract for governing the expenditure of public funds on offshore services. Please ensure this disclosure form is signed for the contract to be executed.

If you have any questions or require additional information, please contact your ODOT transit representative.

Charles Dyer
Administrator
Office of Transit

Excellence in Government
ODOT is an Equal Opportunity Employer and Provider of Services



OHIO DEPARTMENT OF TRANSPORTATION

Urban Transit Program 2020 Grant Program Year Grant Agreement

Awarding Agency:

State of Ohio

Department of Transportation

Recipient:

City of Springfield

ODOT FAN Number:

UPT-4083-UTP-20

ODOT PID:

104426

Contract Data Sheet

Data Field #	Data Field Name	Data Information
1	ODOT - BlackCat Contract Number	083-XUPT-20-0100
2	Recipient Name	City of Springfield
3	Recipient's Unique Entity Identifier (DUNS #)	079426334
4	Recipient OAKS Vendor #	0000052989
5	Recipient OAKS ADDR CD #	005
6	Recipient Street Address 1	City Hall
7	Recipient Street Address 2	76 East High Street
8	Recipient City, State, and ZIP Code	Springfield, OH 45502
9	Recipient County	Clark
10	ORC Section #	5501.07
11	ODOT Date of award to the Recipient	07/01/2019
12	State Award Period of Performance Start Date	01/01/2020
13	State Award Period of Performance End Date	12/31/2020
14	Total Amount of the State Award committed to the Recipient	\$192,749.00
15	State Award Project Description	Operating
16	Name of State Awarding Agency	Ohio Department of Transportation
17	Contact Information for State	Juana Hostin
18	ODOT Grant Program Name	Urban Transit Program
19	ODOT Grant Program Year	2020
20	Identification of whether the award is R&D	N/A
21	ODOT PID #	104426

Project Data Sheet

ODOT FAN Code	ODOT FAN Project Description	FTA ALI Code	Total Project Cost	Federal Share \$	Fed. Share %	State Share \$	Local Share \$	Local Share %
UPT-4083-UTP-20	Operating (Federal Share 50%)	300901	\$192,749.00	\$0.00	0.00	\$192,749.00	\$0.00	0.00

Internal Use Only		
Federal Share SAC	Local Share SAC	State Job Number
1.	1.	1.
2.	2.	2.
3.	3.	3.
4.	4.	4.
5.	5.	5.
6.	6.	6.
7.	7.	7.
8.	8.	8.
9.	9.	9.
10.	10.	10.

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
1980 W. BROAD ST., COLUMBUS, OH 43223
Mail Stop 3110
OHIO REVISED CODE SECTION 5501.07 OPERATING/CAPITAL GRANT

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

ARTICLE 1

DEFINITIONS

ADA: Americans with Disabilities Act, as amended, civil rights legislation which guarantees access to public services and facilities, including transportation, to ADA-eligible persons.

Administrator: the Administrator of the Office of Transit.

Application: a request by an Eligible Applicant for funding under the Ohio Revised Code Section 5501.07 - Urban Transit Program containing all necessary information and meeting all requirements set forth in the Program, and submitted to ODOT.

Audit Finding: the deficiencies which the auditor is required by 2 C.F.R. 200.516 paragraph (a) to report in the schedule of findings and questioned costs.

Auditee: any non-Federal entity that expends Federal awards which must be audited under 2 C.F.R. 200 Subpart F

Auditor: an auditor who is a public accountant or a Federal, state, local government, or Indian tribe audit organization, which meets the general standards specified for external auditors in generally accepted government auditing standards.

CFDA: the Catalog of Federal Domestic Assistance.

C.F.R.: the Code of Federal Regulations.

Capital Assets: the tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with generally accepted accounting principles.

Capital Expenditures: the expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations,

renovations, or alterations to capital assets that materially increase their value or useful life.

Contract: a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

Contractor: an entity that receives a contract; including any private, for profit operator, including but not limited to taxi companies, bus companies, and paratransit operators.

Corrective Action: any action taken by the auditee that: corrects identified deficiencies; produces recommended improvements; or demonstrates that audit findings are either invalid or do not warrant auditee action.

Cost Allocation Plan: the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a state, local government, or Indian tribe on a centralized basis to its departments and agencies. See Appendices IV, V, or VII in 2 C.F.R. 200 for guidance.

Cost Sharing or Matching: the portion of project costs not paid by Federal funds (i.e.: local match)

Criteria: The Urban Transit Program Criteria, Application Instructions and Application for FY2020 and FY2021.

DBE: a Disadvantaged Business Enterprise whose small business is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DUNS: the Data Universal Numbering System

Eligible Applicant: an Ohio private Nonprofit Organization registered with Ohio's Secretary of State as defined in Chapter 1702 of the Ohio Revised Code; a current participant in Ohio's Coordination Program; or a public body which certifies that there are no private nonprofit corporations in the area able to provide the service; an agency which provides public transportation as defined in the Ohio Revised Code Section 5501.01

Eligible Assistance: expenditure categories that may be reimbursed through the Program including Capital and Operating Expenses.

Federal Award: the Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity (Program funds awarded to the Recipient).

Federal Awarding Agency: the Federal agency that provides a Federal award directly to a

non-Federal entity.

Federal Award Date: the date when the Federal award is signed by the authorized official of the Federal awarding agency.

Federal Interest: the dollar amount that is the product of the: Federal share of total project costs; and current fair market value of the property, improvements, or both to the extent the cost of acquiring or improving the property were included as project costs.

Federal Share: the portion of the total project costs that are paid by Federal funds.

Federal Transit Laws: The Mass Transportation Codified Laws as promulgated under 49 U.S.C. Chapter 53, Sections 5301-5338.

Final Audit: the financial and program statement of all funding sources used in the completion of the Project conducted in accordance with 2 C.F.R. Part 200 Subpart F as applicable.

FTA: the Federal Transit Administration of US DOT.

Grant Agreement: a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity including this Agreement. ("Agreement")

Indirect Costs: those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

Indirect Cost Rate Proposal: the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate.

Invoice: a request made by the Recipient for reimbursement of Project expenses.

Milestone Date: Goal date(s) which are set by the Recipient and monitored by FTA and ODOT for acquisition and project completion deadlines to measure progress of project. The date for award is when the purchase order is issued for a capital item. Other dates are based on the type of milestone that is tracked.

Non-Federal Entity: a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or Recipient.

Nonprofit Organization: an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code.

ODOT: the Ohio Department of Transportation.

OMB: the Executive Office of the President, Office of Management and Budget.

Operating Expense: the costs directly related to system operations which may be broken down into operating and administration.

Pass-Through Entity: a non-Federal entity that provides a Award to a Recipient to carry out part of a Federal program.

Period of Performance: the time during which the non-Federal entity may incur new obligations to carry out work authorized under the Federal award.

Program: Urban Transit Program

Project Cost: the total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

Projects: The projects funded by this Contract identified in the Contract Data Sheet and Project Data Sheet defined above.

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

Questioned Cost: a cost that is questioned by the auditor because of an audit finding: which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Real Property: the land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Standard Assurances: the assurances enumerated in FTA Circular 9030.1 as may be amended.

State Award Date: the date when the State award is signed by the authorized official of the Ohio Department of Transportation.

State Fiscal Year: the State of Ohio fiscal year from July 1 to June 30.

State Interest: the dollar amount that is the product of the: State share of total project costs; and current fair market value of the property, improvements, or both to the extent

the cost of acquiring or improving the property were included as project costs.

State Share: the portion of the total project costs that are paid by State funds.

Award: an award provided by a pass-through entity to a Recipient for the Recipient to carry out part of a Federal or State award received by the pass-through entity. An Award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient: a non-Federal entity that receives a Award from a pass-through entity to carry out part of a Federal or State program; but does not include an individual that is a beneficiary of such program.

Termination: the ending of a Federal or State award, in whole or in part at any time prior to the planned end of period of performance.

Third-Party In-Kind Contributions: the value of non-cash contributions that: benefit a federally assisted project or program; and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

Transit Service: The portion of service provided by Public Transportation Systems which is eligible for Grant Funds and for which a fare is charged. It must be operated primarily for, and advertised to, the general public over specifically designated routes or within a designated geographic area no less frequently than once each week. The service may be either Fixed-Route or Demand-Responsive and must be provided with vehicles designed for transporting nine or more seated adult passengers, or provided as part of a 49 USC Section 5307 or 5311 funded project. Specialized Transportation Service is not Transit Service.

Transportation Development Credit (TDC): federal transportation funding tool that can be utilized by states as a means of meeting local and state matching requirements for federal funding.

US DOT: the United States Department of Transportation or any of its administrations.

ARTICLE II

SECTION 1: PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to provide capital and/or operating financial assistance from ODOT to the Recipient in accordance with Ohio Revised Code Section 5501.07.

- 1.2 The State Award obtained through this Agreement shall be applied toward the payment of the Project Cost for Capital and operating projects in accordance with Section 2 and the Project Data Sheet of this Agreement.

SECTION 2: SCOPE OF PROJECTS:

- 2.1 Capital: The Recipient shall apply all State Award funds provided under this Agreement to the Project Cost incurred in the acquisition of Project equipment and/or construction of Project facilities listed on the Project Data Sheet.
- 2.2 Operating: The Recipient shall apply all State Award funds provided under this Agreement to the Operating Expenses incurred in the provision of public transportation service within Ohio.
- 2.3 Eligible Operating Expenses: The operating assistance shall be applied toward the Eligible Operating Expenses incurred during the period of performance as specified in the Contract Data Sheet.

SECTION 3: STATE AWARD

- 3.1 Capital: ODOT agrees that the Capital State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet.
- 3.2 The actual amount of State Award funds the Recipient will receive shall be determined on the basis of capital Invoices submitted to ODOT, by Recipients of 49 U.S.C. Section 5307 of the Federal Transit Laws and of the Program but will be no greater than the Project Cost.
- 3.3 **The Projects listed in Project Data Sheet of this Agreement must be purchased (or have a purchase order issued) or contract awarded to a manufacturer or vendor within one year after the execution date of this agreement. Capital items not purchased or awarded by that date become ineligible for State Award funds through this Agreement.**
- 3.4 Operating: ODOT agrees that the operating State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet and a local share in an amount not to exceed the amount specified on the Project Data Sheet.
- 3.5 The total amount of State Award funds the Recipient will receive shall be determined on the basis of Invoices for Operating Expenses submitted to ODOT, as allowed under Eligible Assistance in the Urban Transit Program Criteria and Proposal Instructions.
- 3.6 Legislative or administrative action may reduce Program funds available to

ODOT for administration of this Agreement. In the event such action occurs at any time before ODOT has made final payment under this Agreement, ODOT shall be relieved of its obligation to pay the amounts stated in paragraphs 3.1 and 3.4 and shall be required to pay only such amount as it may determine available.

- 3.7 This Agreement is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this agreement, and that said balance is not already obligated to pay existing obligations. Payments of State Award funds are subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 1, 2019.
- 3.8 ODOT reserves the right to make partial payments on any Grant Agreement when necessary to conform with appropriate levels and cash availability.

SECTION 4: METHOD OF PAYMENT

- 4.1 Capital: The Recipient shall submit to ODOT, the Office of Transit, a capital Invoice for items described in the Project Data Sheet of this Agreement as they are purchased following an ODOT approved procurement process. Upon receipt of an Invoice, ODOT will initiate the payment of the State Award funds specified in Section 3 of this Contract, corresponding to the Eligible Capital Expense incurred by the Recipient which is identified on the Invoice.
- 4.2 Reimbursement to the Recipient shall not constitute a final determination by ODOT of the eligibility of any expense incurred by the Recipient and shall not constitute a waiver of any breach of this Agreement by the Recipient or any Project Contractor. ODOT will make a final determination of the eligibility of any cost charged to the Projects after completion of the Final Audit and/or project closeout.

SECTION 5: COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS

- 5.1 The Recipient 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 Transit Service. In accordance with federal law, the FTA Master Agreement, as revised, is incorporated herein by reference.
- 5.2 The Recipient shall comply with all existing and future federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the agreement, including but not limited to, the laws referred to in these provisions of the agreement and the other agreement documents. If the agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Recipient shall furnish to ODOT, Office of Transit, certificates of

compliance with all such laws, orders and regulations.

- 5.3 Recipient 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.
- 5.4 Recipient 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.
- 5.5 The Recipient shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Agreement.

SECTION 6: BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:

- 6.1 Banning the Expenditure of Public Funds on Offshore Services: The Recipient 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 Agreement, and shall perform no services required under this Agreement outside of the United States. 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 Recipient also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Recipient or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

- 6.2 Banning the Expenditure of Public Funds on Offshore Services - Termination. Sanction. Damages: If Recipient or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The State is not obligated to pay and shall not pay for such services. If Recipient or any of its subcontractors perform any such services, Recipient shall immediately return to the State all funds paid for those services. The State may also recover from the Recipient all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Recipient performing services outside the United States.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Recipient. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of ten percent 10% of the value of the Agreement.

The State, in its sole discretion, may provide written notice to Recipient of a breach and permit the Recipient to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Recipient any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Recipient's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Recipient performed outside of the United States, costs associated with corrective action, or liquidated damages.

- 6.3 Banning the Expenditure of Public Funds on Offshore Services - Assignment/Delegation. The Recipient will not assign any of its rights, nor delegate any of its duties and responsibilities under this Agreement, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

SECTION 7: REQUIRED INFORMATION AND DOCUMENTATION

- 7.1 The Recipient shall submit copies of all documents relating to this Agreement, including all bids and financial reports, to the Administrator or his or her agents upon request.
- 7.2 The Recipient shall:
- (a) Maintain and update a complete inventory of vehicles and equipment supplied through ODOT programs including the Ohio Urban Transit Program;
 - (b) Submit Progress Reports as required by ODOT;
 - (c) Provide reports of any significant trends or developments during the period covered by the grant which have occurred as a result of the Program;

- (d) Provide copies of all procurement related documentation for all capital items; and

- 7.3 The Recipient shall establish and maintain accounts for the Projects in conformance with 2 C.F.R 200.302 *Financial management*. Each operating/capital Invoice shall be documented by, but not limited to, accurate and properly executed payrolls, time records, orders, contracts, and vouchers, evidencing in detail the nature and propriety of the costs incurred for the Projects. Retention of these documents must follow the retention requirements as stated in 2 C.F.R 200.333 *Retention requirements for records*. The Recipient shall maintain all such supporting documentation for each Invoice readily accessible and clearly identified for a period of three years following receipt of payment of the final Invoice or final audit for the Projects.
- 7.4 The Recipient shall submit all other information to the Administrator as requested by ODOT or its agents.

SECTION 8: PROJECT ADMINISTRATION

- 8.1 The Recipient shall return any overpayment of State Award funds, made to the Recipient or to a Project Contractor, to ODOT, Office of Transit, not later than forty-five days after the Final Audit which reveals such overpayment.
- 8.2 The Recipient shall have an audit performed in accordance with 2 C.F.R. 200 Subpart F, as applicable. If there are any management advisories on non-reportable findings issued as a result of the audit, a copy of the management letter and corrective action plan must be submitted in conjunction with the audit report, as applicable in 2 C.F.R. 200.511 *Audit findings follow-up*.
- 8.3 The Recipient shall permit ODOT or any of its agents to inquire into any agreements between the Recipient and any third party pertaining to the Projects. The Recipient shall also permit ODOT or any of its agents to inspect all vehicles, operations, facilities, and equipment purchased or operated for the Projects.
- 8.4 Any differences existing in the quantities of Project Equipment as determined by the physical inspection and the quantities of Project Equipment reflected on the records maintained by ODOT shall be investigated to determine the cause of the difference. The Recipient shall, at the time of the physical inspection, verify the current utilization of and current need for the Project Equipment. The Recipient shall also follow the requirements for equipment stated in the *Title, Use, Management requirements*, and *Dispositions* sections in 2 C.F.R. 200.313 *Equipment*.
- 8.5 The Recipient agrees that, in accordance with 2 C.F.R 200.336 *Access to records*, US DOT, ODOT, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination

be permitted to inspect all work, offices, materials, payrolls, and other data and records with regard to the Projects, and to audit the books, records, and accounts with regard to the Projects.

SECTION 9: SALE, DISPOSITION OR ENCUMBRANCE OF PROJECT EQUIPMENT

- 9.1 Sale or disposition of Project Equipment shall be undertaken by the Recipient only after requesting disposition instructions from ODOT and receiving ODOT's written approval. If applicable, upon disposition the Recipient shall refund to ODOT the State share of the Fair Market Value of the Project Equipment in accordance with the requirements stated in 2 C.F.R 200.313 *Equipment*.
- 9.2 The Recipient shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any Project Equipment unless such action is authorized in writing by the Administrator.

SECTION 10: REQUIRED INSURANCE COVERAGE

- 10.1 The Recipient shall purchase and maintain throughout the Project Life a comprehensive policy of insurance upon the Project Equipment. Said policy shall include collision, theft, and liability insurance. Collision and theft insurance shall be maintained upon the Project Equipment in an amount no less than the Federal and State participation rate of the fair market value. Liability insurance shall protect ODOT, and the Recipient from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project Equipment by the Recipient or by anyone directly or indirectly associated with the Recipient. Unless the Recipient receives the prior written permission of the Administrator to carry a lower amount of insurance coverage, the minimum amount of liability insurance the Recipient shall maintain is \$500,000 per occurrence and \$500,000 in the aggregate.
- 10.2 If the Project Equipment is to be located in an area identified by the Secretary of the United States Department of Housing and Urban Development as an area having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, 42 U.S.C. 4011 et. Seq., the Recipient shall purchase flood insurance upon the Project Equipment in an amount which is equal to the Federal and State shares of its Fair Market Value based on the original Federal and State participation rates.

SECTION 11: NO ADDITIONAL WAIVER IMPLIED

- 11.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement can be reached, the dispute will be referred for resolution to the Director of ODOT; legal questions will be referred to the State Attorney General for resolution.

SECTION 12: SEVERABILITY

- 12.1 If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

SECTION 13: INDEPENDENCE OF RECIPIENT

- 13.1 In no event shall the Recipient or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US DOT.
- 13.2 The Recipient 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 make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning workers' compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

SECTION 14: REPRESENTATIONS AND WARRANTIES MADE BY RECIPIENT

- 14.1 The Recipient 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 or county department, a municipality or municipal department, or a private nonprofit organization and that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- 14.2 The Recipient hereby restates and confirms all statements, representations, covenants, and agreements contained in the Recipient's application for the Federal Award funds awarded pursuant to this Agreement.

SECTION 15: ASSIGNMENT OF AGREEMENT

- 15.1 The Recipient shall not assign, transfer, convey, or subcontract in whole or in part, sublet or otherwise dispose of this Agreement without the express prior written consent of ODOT, and such written consent shall not release the Recipient from any obligations of this Agreement.

SECTION 16: CONTRACTS OF THE RECIPIENT

- 16.1 The Recipient 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 17: CONTRACT DISPUTE RESOLUTION

- 17.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.
- 17.2 The Recipient 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.
- 17.3 The Recipient hereby agrees that ODOT shall receive, the State share of any proceeds derived from any third party recovery.

SECTION 18: DEFAULT

- 18.1 Neglect or failure of the Recipient to comply with any of the terms, provisions, or conditions of this Agreement or any other Grant Agreement entered into between ODOT and the Recipient, whether or not payment of State Award funds has been fully or partially made, or failure of any representation made to ODOT in connection with any Grant Agreement by the Recipient to be true, shall be an event of default, provided, that if by reason of *force majeure* the Recipient is unable in whole or in part to carry out its covenants contained herein, the Recipient shall not be deemed in default during the continuance of such inability.
- 18.2 The term "*force majeure*" as used herein shall mean, without limitation: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities, or any other cause not reasonably in the control of the Recipient. The Recipient shall, however, remedy with all reasonable dispatch each cause preventing the Recipient from carrying out its covenants contained herein.
- 18.3 Whenever an event of default has occurred, ODOT may (a) direct the Recipient to comply with such orders of disposition of the Project Equipment as ODOT may issue, (b) direct the Recipient to return to ODOT the percentage of the State share of the remaining Fair Market Value, if any, which is realized from the Recipient's disposition of the Project Equipment, (c) refuse to pay any Invoices, and/or (d) require reimbursement from the Recipient of all or any portion of the State Award funds for any period of time that the Recipient has been in default.
- 18.4 No remedy herein conferred upon or reserved by ODOT is intended to be

exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this agreement or now or hereafter existing at law or in equity.

- 18.5 No delay or omission to exercise any right or option accruing to ODOT upon any default by the Recipient 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 after as may be deemed expedient by ODOT.

SECTION 19: PROGRAM CRITERIA

- 19.1 The current Criteria for the Urban Transit Program as determined by ODOT is incorporated into this grant agreement in its entirety, and ODOT will determine the applicability of particular criteria and definitions to this agreement.

SECTION 20: CAPTIONS

- 20.1 The section captions in this Agreement are for the convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement or any part hereof and shall not be considered in any construction hereof.

SECTION 21: OFFER: EFFECTIVE DATE

- 21.1 When transmitted by ODOT to the Recipient, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT, Office of Transit, by the Recipient within *thirty* days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Recipient. After execution this Agreement shall become effective upon the Award period of performance start date stated in the Contract Data Sheet.

SECTION 22: DRUG-FREE WORK PLACE

- 22.1 Recipient agrees to comply with all applicable State and Federal laws regarding a drug-free work place. Recipient 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: NONDISCRIMINATION

During the performance of this agreement, the Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 23.1 **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 Transit Administration (FTA), as they may be amended

from time to time, which are herein incorporated by reference and made a part of this agreement.

- 23.2 **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 subcontractors, 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 below as the pertinent nondiscrimination authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 23.3 **Solicitations for Subcontractors, 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 subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract 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.
- 23.4 **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 FTA 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 FTA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 23.5 **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such agreement sanctions as it or FTA 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 a contract, in whole or in part.
- 23.6 **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with

respect to any subcontract or procurement as ODOT or FTA 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 subcontractor, 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.

- 23.7 During the performance of this agreement, the Recipient, 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 contractors, 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)

SECTION 24: EQUAL EMPLOYMENT OPPORTUNITY

- 24.1 In carrying out this agreement, Recipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. Recipient shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the Recipient will not deny anyone the benefits of participation in any federally funded program on account of race, color, or national origin.
- 24.2 Recipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. Recipient shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 24.3 Recipient agrees to ensure that minority business enterprises, as such are defined in 49 CFR PART 23, will have the maximum opportunity to participate in the

performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement.

SECTION 25: GOVERNING LAWS

25.1 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 26: FINDINGS FOR RECOVERY

26.1 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 27: NOTICE

27.1 Notice under this Agreement shall be directed as follows:

IF TO RECIPIENT:

City of Springfield
City Hall
76 East High Street
Springfield, OH 45502

IF TO ODOT:

Ohio Department of Transportation
Office of Transit, 2nd Floor
1980 W. Broad Street
Mail Stop 3110
Columbus, Ohio 43223

SECTION 28: MODIFICATIONS

28.1 This agreement 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 Recipient.

SECTION 29: SIGNATURES

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

(INTENTIONALLY LEFT BLANK)

RECIPIENT

City of Springfield, Ohio

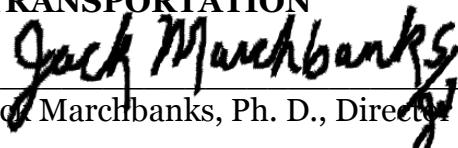
By: 

Print Name: Bryan Heck

Title: City Manager

Date: 11/07/2019

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

By: 

Jack Marchbanks, Ph. D., Director

Date: 11/08/2019

CERTIFICATE OF RECIPIENT'S ATTORNEY

I, _____ acting as attorney for the Recipient, do hereby certify that I have examined this Agreement and the proceedings taken by the Recipient related thereto, and find that the acceptance of ODOT's offer by the Recipient has been duly authorized by the Recipient's action dated _____ and that the execution of this Agreement is in all respects due and proper and in accordance with applicable federal, state, and local law, and further that, in my opinion, said Agreement constitutes a legal and binding obligation of the Recipient in accordance with the terms thereof. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the Projects in accordance with the terms of this Agreement.

By: _____

Title: _____

Date: _____

EXHIBIT II
STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2019-12D

Governing the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website: (<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders>).

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

1. Principal location of business of Contractor:

<hr/>	<hr/>
(Address)	(City, State, Zip)

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

<hr/>	<hr/>
(Name)	(Address, City, State, Zip)

<hr/>	<hr/>
(Name)	(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

<hr/>	<hr/>
(Address)	(City, State, Zip)

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

<hr/>	<hr/>
(Name)	(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Signature Certificate



Document Reference: 23E4WUI6U3PTANBP5IAKYP

RightSignature
Easy Online Document Signing



Jennifer Townley

Party ID: EYHKDXJAXKSNYNDRJCNJMKM

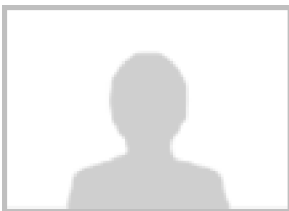
IP Address: 156.63.69.78

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

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

fd008d8b6f947a985dac242af02302474f3b99c7



Bryan Heck

Party ID: LVH2TLI3MLSE29CNJ9I2WE

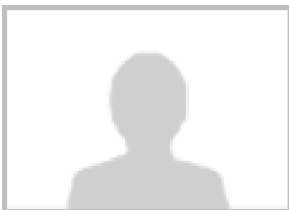
IP Address: 71.72.232.233

VERIFIED EMAIL: bheck@springfieldohio.gov

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

349d5e035717bec2d9dc96006c7b26af9e536d3e



Macie Moore

Party ID: J4HXGMJSC4LSX6ETAD6IVU

IP Address: 40.107.235.23

VERIFIED EMAIL: macie.moore@dot.ohio.gov

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

96ea8a9371ff4fe64a505b4c2f423af06db56084



Timestamp

2019-11-08 08:37:58 -0800

2019-11-08 08:37:58 -0800

2019-11-08 08:37:39 -0800

2019-11-07 06:58:55 -0800

2019-11-04 17:20:00 -0800

2019-11-04 12:02:52 -0800

2019-11-04 12:01:48 -0800

Audit

All parties have signed document. Signed copies sent to: Nicole Weber, Juana Hostin, Jennifer Townley, Bryan Heck, Macie Moore, and Jessyca Hayes Transit.

Document signed by Jennifer Townley (jennifer.townley@dot.ohio.gov) with drawn signature. - 156.63.69.78

Document viewed by Jennifer Townley (jennifer.townley@dot.ohio.gov). - 156.63.69.78

Document signed by Bryan Heck (bheck@springfieldohio.gov) with drawn signature. - 69.61.135.162

Document viewed by Bryan Heck (bheck@springfieldohio.gov). - 71.72.232.233

Document signed by Macie Moore (macie.moore@dot.ohio.gov) with drawn signature. - 156.63.69.133

Document viewed by Macie Moore (macie.moore@dot.ohio.gov). - 40.107.235.23



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

Signature Certificate



Document Reference: 23E4WUI6U3PTANBP5IAKYP

RightSignature

Easy Online Document Signing

2019-11-04 12:01:34 -0800

Document created by Jessyca Hayes Transit (jessyca.hayes@dot.ohio.gov). -
156.63.69.133



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

Page 2 of 2

Request for Commission Action

City of Springfield, Ohio

Item Number: 117-20

Agenda Date: 5/19/2020

Today's Date: 5/13/2020

Subject: Apply & Accept FY21 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 FY2021 Ohio Transit Partnership Program (OTP2) Grant with the Ohio Department of Transportation. This grant application will include assistance for the purchase of five (5) <30' medium-duty buses, (2) support vehicles, and necessary equipment for the SCAT Maintenance Facility, totaling \$331,000. The source of the funds for this program are state general revenue funds and they will be used to match our federal funding. There is no local match requirement.

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

Emergency action necessary for timely submission of grant documents.

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

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to apply for and enter into an agreement with the Ohio Department of Transportation pursuant to the FY2021 Ohio Transit Partnership Program (OTP2) Grant in the amount of \$331,000.00 for the purchase of five medium-duty buses, two support vehicles and necessary equipment for the Springfield City Area Transit Maintenance Facility; 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 therein.

...oooOOOooo...

WHEREAS, the City wishes to apply for FY2021 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 pursuant to the FY2021 Ohio Transit Partnership Program (OTP2) Grant in the amount of \$331,000.00 for the purchase of five medium-duty buses, two support vehicles and necessary equipment for the Springfield City Area Transit Maintenance Facility, said agreement being substantially similar to the FY2020 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., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION



OHIO DEPARTMENT OF TRANSPORTATION

Mike DeWine, Governor

Jack Marchbanks, Ph.D., Director

1980 W. Broad Street, Columbus, OH 43223

614-466-7170

transportation.ohio.gov

December 5, 2019

Bryan Heck, City Manager
City of Springfield
76 East High Street
Springfield, OH 45502

Dear Mr. Heck:

The Ohio Department of Transportation (ODOT) is pleased to inform you that \$225,000 has been awarded to the City of Springfield. These funds originate from the Ohio Transit Partnership Program (OTP2) using state general revenue funds and will assist in financing your project(s).

The Office of Transit is utilizing electronic signature capability to implement contracts. Please look in your inbox for an email from Right Signature to sign your SFY2020 OTP2 contract electronically.

If you have any questions or require additional information, please contact Juana Hostin at 614-644-0304 or juana.hostin@dot.ohio.gov.

Respectfully,

A handwritten signature in black ink, appearing to read "Charles Dyer".

Charles Dyer, Administrator
Office of Transit

Excellence in Government

ODOT is an Equal Opportunity Employer and Provider of Services



OHIO DEPARTMENT OF TRANSPORTATION

Ohio Transit Partnership Program 2020 Grant Program Year Grant Agreement

Awarding Agency:

State of Ohio

Department of Transportation

Recipient:

City of Springfield

ODOT FAN Number:

OTPP-0083-GRF-201

OTPP-0083-GRF-202

OTPP-4083-GRF-201

ODOT PID: 104424; 104424; 104426

Contract Data Sheet

Data Field #	Data Field Name	Data Information
1	ODOT - BlackCat Contract Number	N/A
2	Recipient Name	City of Springfield
3	Recipient's Unique Entity Identifier (DUNS #)	079426334
4	Recipient OAKS Vendor #	0000052989
5	Recipient OAKS ADDR CD #	005
6	Recipient Street Address 1	76 East High Street
7	Recipient Street Address 2	
8	Recipient City, State, and ZIP Code	Springfield, OH 45502
9	Recipient County	Clark
10	ORC Section #	5501.07
11	ODOT Date of award to the Recipient	07/18/2019
12	State Award Period of Performance Start Date	7/18/2019
13	State Award Period of Performance End Date	5/31/2020
14	Total Amount of the State Award committed to the Recipient	\$225,000
15	State Award Project Description	Preventive Maintenance; ADA Paratransit Service; Operating Assistance
16	Name of State Awarding Agency	Ohio Department of Transportation
17	Contact Information for State	Juana Hostin, 614-644-0304
18	ODOT Grant Program Name	SFY2020 Ohio Transit Partnership Program
19	ODOT Grant Program Year	SFY2020
20	Identification of whether the award is R&D	N/A
21	ODOT PID #	104424; 104424; 104426
22	Authorizing Official	Bryan Heck
23	Authorizing Official's Email Address	bheck@springfieldohio.gov
24	Receive a Copy of the Contract	Nicole Weber
25	Copied Person's Email Address	nweber@springfieldohio.gov

Project Data Sheet

Project 1

ODOT FAN Code	ODOT FAN Project Description	FTA ALI Code	State Share \$	State Share %
OTPP-0083-GRF-201	Preventive Maintenance	30.09.01	\$165,000	100%
Total Project Cost	Federal Share \$	Federal Share %	Local Share \$	Local Share %
\$165,000	N/A	N/A	N/A	N/A

Internal Use Only			
Federal Share SAC	State Share SAC	Local Share SAC	State Job Number
N/A	4TG7	N/A	757020

Project 2

ODOT FAN Code	ODOT FAN Project Description	FTA ALI Code	State Share \$	State Share %
OTPP-0083-GRF-202	ADA Paratransit Service	11.7C.00	\$30,000	100%
Total Project Cost	Federal Share \$	Federal Share %	Local Share \$	Local Share %
\$30,000	N/A	N/A	N/A	N/A

Internal Use Only			
Federal Share SAC	State Share SAC	Local Share SAC	State Job Number
N/A	4TG7	N/A	757020

Project 3

ODOT FAN Code	ODOT FAN Project Description	FTA ALI Code	State Share \$	State Share %
OTPP-4083-GRF-201	Operating Assistance	30.09.01	\$30,000	100%
Total Project Cost	Federal Share \$	Federal Share %	Local Share \$	Local Share %
\$30,000	N/A	N/A	N/A	N/A

	Internal Use Only		
Federal Share SAC	State Share SAC	Local Share SAC	State Job Number
N/A	4TG7	N/A	757020

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
1980 W. BROAD ST., COLUMBUS, OH 43223
Mail Stop 3110
OHIO REVISED CODE SECTION 5501.07 OPERATING/CAPITAL GRANT

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

ARTICLE 1

DEFINITIONS

ADA: Americans with Disabilities Act, as amended, civil rights legislation which guarantees access to public services and facilities, including transportation, to ADA-eligible persons.

Administrator: the Administrator of the Office of Transit.

Application: a request by an Eligible Applicant for funding under the Ohio Revised Code Section 5501.07 - Urban Transit Program containing all necessary information and meeting all requirements set forth in the Program and submitted to ODOT.

Audit Finding: the deficiencies which the auditor is required by 2 C.F.R. 200.516 paragraph (a) to report in the schedule of findings and questioned costs.

Auditee: any non-Federal entity that expends Federal awards which must be audited under 2 C.F.R. 200 Subpart F

Auditor: an auditor who is a public accountant or a Federal, state, local government, or Indian tribe audit organization, which meets the general standards specified for external auditors in generally accepted government auditing standards.

CFDA: the Catalog of Federal Domestic Assistance.

C.F.R.: the Code of Federal Regulations.

Capital Assets: the tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with generally accepted accounting principles.

Capital Expenditures: the expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations,

renovations, or alterations to capital assets that materially increase their value or useful life.

Contract: a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

Contractor: an entity that receives a contract; including any private, for profit operator, including but not limited to taxi companies, bus companies, and paratransit operators.

Corrective Action: any action taken by the auditee that: corrects identified deficiencies; produces recommended improvements; or demonstrates that audit findings are either invalid or do not warrant auditee action.

Cost Allocation Plan: the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a state, local government, or Indian tribe on a centralized basis to its departments and agencies. See Appendices IV, V, or VII in 2 C.F.R. 200 for guidance.

Cost Sharing or Matching: the portion of project costs not paid by Federal funds (i.e.: local match)

Criteria: the Ohio Transit Partnership Program Criteria, Application Instructions and Application for FY2020 and FY2021.

DBE: a Disadvantaged Business Enterprise whose small business is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DUNS: the Data Universal Numbering System

Eligible Applicant: an Ohio private Nonprofit Organization registered with Ohio's Secretary of State as defined in Chapter 1702 of the Ohio Revised Code; a current participant in Ohio's Coordination Program; or a public body which certifies that there are no private nonprofit corporations in the area able to provide the service; an agency which provides public transportation as defined in the Ohio Revised Code Section 5501.01

Eligible Assistance: expenditure categories that may be reimbursed through the Program including Capital and Operating Expenses.

Federal Award: the Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity (Program funds awarded to the Recipient).

Federal Awarding Agency: the Federal agency that provides a Federal award directly to a

non-Federal entity.

Federal Award Date: the date when the Federal award is signed by the authorized official of the Federal awarding agency.

Federal Interest: the dollar amount that is the product of the: Federal share of total project costs; and current fair market value of the property, improvements, or both to the extent the cost of acquiring or improving the property were included as project costs.

Federal Share: the portion of the total project costs that are paid by Federal funds.

Federal Transit Laws: The Mass Transportation Codified Laws as promulgated under 49 U.S.C. Chapter 53, Sections 5301-5338.

Final Audit: the financial and program statement of all funding sources used in the completion of the Project conducted in accordance with 2 C.F.R. Part 200 Subpart F as applicable.

FTA: the Federal Transit Administration of US DOT.

Grant Agreement: a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity including this Agreement. ("Agreement")

Indirect Costs: those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

Indirect Cost Rate Proposal: the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate.

Invoice: a request made by the Recipient for reimbursement of Project expenses.

Milestone Date: Goal date(s) which are set by the Recipient and monitored by FTA and ODOT for acquisition and project completion deadlines to measure progress of project. The date for award is when the purchase order is issued for a capital item. Other dates are based on the type of milestone that is tracked.

Non-Federal Entity: a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or Recipient.

Nonprofit Organization: an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code.

ODOT: the Ohio Department of Transportation.

OMB: the Executive Office of the President, Office of Management and Budget.

Operating Expense: the costs directly related to system operations which may be broken down into operating and administration.

Pass-Through Entity: a non-Federal entity that provides a Award to a Recipient to carry out part of a Federal program.

Period of Performance: the time during which the non-Federal entity may incur new obligations to carry out work authorized under the Federal award.

Program: the Ohio Transit Partnership Program.

Project Cost: the total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

Projects: The projects funded by this Contract identified in the Contract Data Sheet and Project Data Sheet defined above.

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

Questioned Cost: a cost that is questioned by the auditor because of an audit finding: which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Real Property: the land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Standard Assurances: the assurances enumerated in FTA Circular 9030.1 as may be amended.

State Award Date: the date when the State award is signed by the authorized official of the Ohio Department of Transportation.

State Fiscal Year: the State of Ohio fiscal year from July 1 to June 30.

State Interest: the dollar amount that is the product of the: State share of total project

costs; and current fair market value of the property, improvements, or both to the extent the cost of acquiring or improving the property were included as project costs.

State Share: the portion of the total project costs that are paid by State funds.

Award: an award provided by a pass-through entity to a Recipient for the Recipient to carry out part of a Federal or State award received by the pass-through entity. An Award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient: a non-Federal entity that receives a Award from a pass-through entity to carry out part of a Federal or State program; but does not include an individual that is a beneficiary of such program.

Termination: the ending of a Federal or State award, in whole or in part at any time prior to the planned end of period of performance.

Third-Party In-Kind Contributions: the value of non-cash contributions that: benefit a federally assisted project or program; and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

Transit Service: The portion of service provided by Public Transportation Systems which is eligible for Grant Funds and for which a fare is charged. It must be operated primarily for, and advertised to, the general public over specifically designated routes or within a designated geographic area no less frequently than once each week. The service may be either Fixed-Route or Demand-Responsive and must be provided with vehicles designed for transporting nine or more seated adult passengers, or provided as part of a 49 USC Section 5307 or 5311 funded project. Specialized Transportation Service is not Transit Service.

Transportation Development Credit (TDC): federal transportation funding tool that can be utilized by states as a means of meeting local and state matching requirements for federal funding.

US DOT: the United States Department of Transportation or any of its administrations.

ARTICLE II

SECTION 1: PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to provide capital and/or operating financial assistance from ODOT to the Recipient in accordance with Ohio Revised Code Section 5501.07.

- 1.2 The State Award obtained through this Agreement shall be applied toward the payment of the Project Cost for Capital and operating projects in accordance with Section 2 and the Project Data Sheet of this Agreement.

SECTION 2: SCOPE OF PROJECTS:

- 2.1 Capital: The Recipient shall apply all State Award funds provided under this Agreement to the Project Cost incurred in the acquisition of Project equipment and/or construction of Project facilities listed on the Contract Data Sheet.
- 2.2 Operating: The Recipient shall apply all State Award funds provided under this Agreement to the Operating Expenses incurred in the provision of public transportation service within Ohio.
- 2.3 Eligible Operating Expenses: The operating assistance shall be applied toward the Eligible Operating Expenses incurred during the period of performance as specified in the Contract Data Sheet.
- 2.4 Planning: The Recipient shall apply all State Award funds provided under this Agreement to the Planning Expenses incurred in the planning activities during the period of performance as specified in the Contract Data Sheet.

SECTION 3: STATE AWARD

- 3.1 Capital: ODOT agrees that the Capital State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet.
- 3.2 The actual amount of State Award funds the Recipient will receive shall be determined on the basis of capital Invoices submitted to ODOT, by Recipients of 49 U.S.C. Section 5307 of the Federal Transit Laws and of the Program but will be no greater than the Project Cost.
- 3.3 **The Projects listed in Project Data Sheet of this Agreement must be purchased (or have a purchase order issued) or contract awarded to a manufacturer or vendor within one year after the execution date of this agreement. Capital items not purchased or awarded by that date become ineligible for State Award funds through this Agreement.**
- 3.4 Operating: ODOT agrees that the operating State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet and a local share in an amount not to exceed the amount specified on the Project Data Sheet.

- 3.5 The total amount of State Award funds the Recipient will receive shall be determined on the basis of Invoices for Operating Expenses submitted to ODOT, as allowed under Eligible Assistance in the Ohio Transit Partnership Program Criteria and Proposal Instructions.
- 3.6 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Agreement. In the event such action occurs at any time before ODOT has made final payment under this Agreement, ODOT shall be relieved of its obligation to pay the amounts stated in paragraphs 3.1 and 3.4 and shall be required to pay only such amount as it may determine available.
- 3.7 This Agreement is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this agreement, and that said balance is not already obligated to pay existing obligations. Payments of State Award funds are subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 18, 2019.
- 3.8 ODOT reserves the right to make partial payments on any Grant Agreement when necessary to conform with appropriate levels and cash availability.

SECTION 4: METHOD OF PAYMENT

- 4.1 Capital: The Recipient shall submit to ODOT, the Office of Transit, a capital Invoice for items described in the Project Data Sheet of this Agreement as they are purchased following an ODOT approved procurement process. Upon receipt of an Invoice, ODOT will initiate the payment of the State Award funds specified in Section 3 of this Contract, corresponding to the Eligible Capital Expense incurred by the Recipient which is identified on the Invoice.
- 4.2 Reimbursement to the Recipient shall not constitute a final determination by ODOT of the eligibility of any expense incurred by the Recipient and shall not constitute a waiver of any breach of this Agreement by the Recipient or any Project Contractor. ODOT will make a final determination of the eligibility of any cost charged to the Projects after completion of the Final Audit and/or project closeout.

SECTION 5: COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS

- 5.1 The Recipient 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 Transit Service. In accordance with federal law, the FTA Master Agreement, as revised, is incorporated herein by reference.

- 5.2 The Recipient shall comply with all existing and future federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the agreement, including but not limited to, the laws referred to in these provisions of the agreement and the other agreement documents. If the agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Recipient shall furnish to ODOT, Office of Transit, certificates of compliance with all such laws, orders and regulations.
- 5.3 Recipient 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.
- 5.4 Recipient 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.
- 5.5 The Recipient shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Agreement.

SECTION 6: BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:

- 6.1 Banning the Expenditure of Public Funds on Offshore Services: The Recipient 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 Agreement, and shall perform no services required under this Agreement outside of the United States. 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 Recipient also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Recipient or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

- 6.2 Banning the Expenditure of Public Funds on Offshore Services - Termination. Sanction. Damages: If Recipient or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The State is not

obligated to pay and shall not pay for such services. If Recipient or any of its subcontractors perform any such services, Recipient shall immediately return to the State all funds paid for those services. The State may also recover from the Recipient all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Recipient performing services outside the United States.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Recipient. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of ten percent 10% of the value of the Agreement.

The State, in its sole discretion, may provide written notice to Recipient of a breach and permit the Recipient to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Recipient any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Recipient's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Recipient performed outside of the United States, costs associated with corrective action, or liquidated damages.

- 6.3 Banning the Expenditure of Public Funds on Offshore Services - Assignment/Delegation. The Recipient will not assign any of its rights, nor delegate any of its duties and responsibilities under this Agreement, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

SECTION 7: REQUIRED INFORMATION AND DOCUMENTATION

- 7.1 The Recipient shall submit copies of all documents relating to this Agreement, including all bids and financial reports, to the Administrator or his or her agents upon request.

- 7.2 The Recipient shall:

- (a) Maintain and update a complete inventory of vehicles and equipment supplied through ODOT programs including the Ohio Transit Partnership Program;

- (b) Submit Progress Reports as required by ODOT;
- (c) Provide reports of any significant trends or developments during the period covered by the grant which have occurred as a result of the Program;
- (d) Provide copies of all procurement related documentation for all capital items; and

7.3 The Recipient shall establish and maintain accounts for the Projects in conformance with 2 C.F.R 200.302 *Financial management*. Each operating/capital Invoice shall be documented by, but not limited to, accurate and properly executed payrolls, time records, orders, contracts, and vouchers, evidencing in detail the nature and propriety of the costs incurred for the Projects. Retention of these documents must follow the retention requirements as stated in 2 C.F.R 200.333 *Retention requirements for records*. The Recipient shall maintain all such supporting documentation for each Invoice readily accessible and clearly identified for a period of three years following receipt of payment of the final Invoice or final audit for the Projects.

7.4 The Recipient shall submit all other information to the Administrator as requested by ODOT or its agents.

SECTION 8: PROJECT ADMINISTRATION

8.1 The Recipient shall return any overpayment of State Award funds, made to the Recipient or to a Project Contractor, to ODOT, Office of Transit, not later than forty-five days after the Final Audit which reveals such overpayment.

8.2 The Recipient shall have an audit performed in accordance with 2 C.F.R. 200 Subpart F, as applicable. If there are any management advisories on non-reportable findings issued as a result of the audit, a copy of the management letter and corrective action plan must be submitted in conjunction with the audit report, as applicable in 2 C.F.R. 200.511 *Audit findings follow-up*.

8.3 The Recipient shall permit ODOT or any of its agents to inquire into any agreements between the Recipient and any third party pertaining to the Projects. The Recipient shall also permit ODOT or any of its agents to inspect all vehicles, operations, facilities, and equipment purchased or operated for the Projects.

8.4 Any differences existing in the quantities of Project Equipment as determined by the physical inspection and the quantities of Project Equipment reflected on the records maintained by ODOT shall be investigated to determine the cause of the difference. The Recipient shall, at the time of the physical inspection, verify the current utilization of and current need for the Project Equipment. The Recipient

shall also follow the requirements for equipment stated in the *Title, Use, Management requirements*, and *Dispositions* sections in 2 C.F.R. 200.313 *Equipment*.

- 8.5 The Recipient agrees that, in accordance with 2 C.F.R 200.336 *Access to records*, US DOT, ODOT, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, offices, materials, payrolls, and other data and records with regard to the Projects, and to audit the books, records, and accounts with regard to the Projects.

SECTION 9: SALE, DISPOSITION OR ENCUMBRANCE OF PROJECT EQUIPMENT

- 9.1 Sale or disposition of Project Equipment shall be undertaken by the Recipient only after requesting disposition instructions from ODOT and receiving ODOT's written approval. If applicable, upon disposition the Recipient shall refund to ODOT the State share of the Fair Market Value of the Project Equipment in accordance with the requirements stated in 2 C.F.R 200.313 *Equipment*.
- 9.2 The Recipient shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any Project Equipment unless such action is authorized in writing by the Administrator.

SECTION 10: REQUIRED INSURANCE COVERAGE

- 10.1 The Recipient shall purchase and maintain throughout the Project Life a comprehensive policy of insurance upon the Project Equipment. Said policy shall include collision, theft, and liability insurance. Collision and theft insurance shall be maintained upon the Project Equipment in an amount no less than the Federal and State participation rate of the fair market value. Liability insurance shall protect ODOT, and the Recipient from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project Equipment by the Recipient or by anyone directly or indirectly associated with the Recipient. Unless the Recipient receives the prior written permission of the Administrator to carry a lower amount of insurance coverage, the minimum amount of liability insurance the Recipient shall maintain is \$500,000 per occurrence and \$500,000 in the aggregate.
- 10.2 If the Project Equipment is to be located in an area identified by the Secretary of the United States Department of Housing and Urban Development as an area having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, 42 U.S.C. 4011 et. Seq., the Recipient shall purchase flood insurance upon the Project Equipment in an amount which is equal to the Federal and State shares of its Fair Market Value based on the original Federal and State participation rates.

SECTION 11: NO ADDITIONAL WAIVER IMPLIED

- 11.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement can be reached, the dispute will be referred for resolution to the Director of ODOT; legal questions will be referred to the State Attorney General for resolution.

SECTION 12: SEVERABILITY

- 12.1 If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

SECTION 13: INDEPENDENCE OF RECIPIENT

- 13.1 In no event shall the Recipient or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US DOT.
- 13.2 The Recipient 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 make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning workers' compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

SECTION 14: REPRESENTATIONS AND WARRANTIES MADE BY RECIPIENT

- 14.1 The Recipient 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 or county department, a municipality or municipal department, or a private nonprofit organization and that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- 14.2 The Recipient hereby restates and confirms all statements, representations, covenants, and agreements contained in the Recipient's application for the Federal Award funds awarded pursuant to this Agreement.

SECTION 15: ASSIGNMENT OF AGREEMENT

- 15.1 The Recipient shall not assign, transfer, convey, or subcontract in whole or in part, sublet or otherwise dispose of this Agreement without the express prior

written consent of ODOT, and such written consent shall not release the Recipient from any obligations of this Agreement.

SECTION 16: CONTRACTS OF THE RECIPIENT

- 16.1 The Recipient 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 17: CONTRACT DISPUTE RESOLUTION

- 17.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.
- 17.2 The Recipient 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.
- 17.3 The Recipient hereby agrees that ODOT shall receive, the State share of any proceeds derived from any third party recovery.

SECTION 18: DEFAULT

- 18.1 Neglect or failure of the Recipient to comply with any of the terms, provisions, or conditions of this Agreement or any other Grant Agreement entered into between ODOT and the Recipient, whether or not payment of State Award funds has been fully or partially made, or failure of any representation made to ODOT in connection with any Grant Agreement by the Recipient to be true, shall be an event of default, provided, that if by reason of *force majeure* the Recipient is unable in whole or in part to carry out its covenants contained herein, the Recipient shall not be deemed in default during the continuance of such inability.
- 18.2 The term "*force majeure*" as used herein shall mean, without limitation: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities, or any other cause not reasonably in the control of the Recipient. The Recipient shall, however, remedy with all reasonable dispatch each cause preventing the Recipient from carrying out its covenants contained herein.

- 18.3 Whenever an event of default has occurred, ODOT may (a) direct the Recipient to comply with such orders of disposition of the Project Equipment as ODOT may issue, (b) direct the Recipient to return to ODOT the percentage of the State share of the remaining Fair Market Value, if any, which is realized from the Recipient's disposition of the Project Equipment, (c) refuse to pay any Invoices, and/or (d) require reimbursement from the Recipient of all or any portion of the State Award funds for any period of time that the Recipient has been in default.
- 18.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this agreement or now or hereafter existing at law or in equity.
- 18.5 No delay or omission to exercise any right or option accruing to ODOT upon any default by the Recipient 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 after as may be deemed expedient by ODOT.

SECTION 19: PROGRAM CRITERIA

- 19.1 The current Criteria for the Ohio Transit Partnership Program as determined by ODOT is incorporated into this grant agreement in its entirety, and ODOT will determine the applicability of particular criteria and definitions to this agreement.

SECTION 20: CAPTIONS

- 20.1 The section captions in this Agreement are for the convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement or any part hereof and shall not be considered in any construction hereof.

SECTION 21: OFFER: EFFECTIVE DATE

- 21.1 When transmitted by ODOT to the Recipient, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT, Office of Transit, by the Recipient within *thirty* days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Recipient. After execution this Agreement shall become effective upon the Award period of performance start date stated in the Contract Data Sheet.

SECTION 22: DRUG-FREE WORK PLACE

- 22.1 Recipient agrees to comply with all applicable State and Federal laws regarding a drug-free work place. Recipient 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: NONDISCRIMINATION

During the performance of this agreement, the Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 23.1 **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 Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement.
- 23.2 **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 subcontractors, 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 below as the pertinent nondiscrimination authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 23.3 **Solicitations for Subcontractors, 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 subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract 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.
- 23.4 **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 FTA 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 FTA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 23.5 **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such

agreement sanctions as it or FTA 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 a contract, in whole or in part.

23.6 Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as ODOT or FTA 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 subcontractor, 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.

23.7 During the performance of this agreement, the Recipient, 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 contractors, 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)

SECTION 24: EQUAL EMPLOYMENT OPPORTUNITY

- 24.1 In carrying out this agreement, Recipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. Recipient shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the Recipient will not deny anyone the benefits of participation in any federally funded program on account of race, color, or national origin.
- 24.2 Recipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for

employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. Recipient shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

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

SECTION 25: GOVERNING LAWS

- 25.1 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 26: FINDINGS FOR RECOVERY

- 26.1 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 27: NOTICE

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

IF TO RECIPIENT:

City of Springfield
76 East High Street

Springfield, OH 45502

IF TO ODOT:

Ohio Department of Transportation
Office of Transit, 2nd Floor
1980 W. Broad Street
Mail Stop 3110
Columbus, Ohio 43223


SECTION 28: MODIFICATIONS

- 28.1 This agreement 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 Recipient.

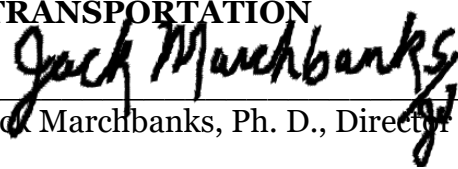
SECTION 29: SIGNATURES

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

RECIPIENT

City of Springfield, Ohio
By: 
Print Name: Bryan Heck
Title: City Manager
Date: 12/09/2019

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

By: 
Jack Marchbanks, Ph. D., Director
Date: 12/06/2019

CERTIFICATE OF RECIPIENT'S ATTORNEY

I, _____ acting as attorney for the Recipient, do hereby certify that I have examined this Agreement and the proceedings taken by the Recipient related thereto, and find that the acceptance of ODOT's offer by the Recipient has been duly authorized by the Recipient's action dated _____ and that the execution of this Agreement is in all respects due and proper and in accordance with applicable federal, state, and local law, and further that, in my opinion, said Agreement constitutes a legal and binding obligation of the Recipient in accordance with the terms thereof. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the Projects in accordance with the terms of this Agreement.

By: _____
Title: _____
Date: _____

Signature Certificate



Document Reference: HF65M2J49IBTGK2Y9UYIEC

RightSignature
Easy Online Document Signing



Bryan Heck

Party ID: ZXBTF8IH62ABUR3TGE7GKS

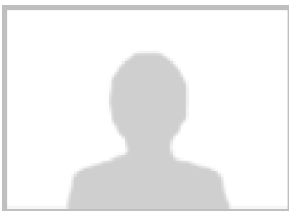
IP Address: 69.61.135.162

VERIFIED EMAIL: bheck@springfieldohio.gov

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

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Chuck Dyer

Party ID: 4NIHGSICH2VH4B5XHMMWBJ

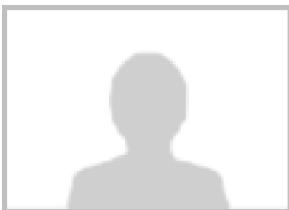
IP Address: 156.63.69.78

VERIFIED EMAIL: chuck.dyer@dot.ohio.gov

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

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Jennifer Townley

Party ID: 99I5UGIGZJAAM933EYMPSF

IP Address: 156.63.69.133

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

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

3939553409bce6dade7f84712c34d5d908dbea1e



Timestamp

2019-12-09 13:13:30 -0800

2019-12-09 13:13:30 -0800

2019-12-09 13:12:25 -0800

2019-12-09 05:43:37 -0800

2019-12-09 05:43:16 -0800

2019-12-06 12:29:26 -0800

2019-12-06 12:29:14 -0800

Audit

All parties have signed document. Signed copies sent to: Nikki Weber, Juana Hostin, Bryan Heck, Chuck Dyer, and Jennifer Townley.

Document signed by Bryan Heck (bheck@springfieldohio.gov) with drawn signature. - 69.61.135.162

Document viewed by Bryan Heck (bheck@springfieldohio.gov). - 69.61.135.162

Document signed by Chuck Dyer (chuck.dyer@dot.ohio.gov) with drawn signature. - 156.63.69.78

Document viewed by Chuck Dyer (chuck.dyer@dot.ohio.gov). - 156.63.69.78

Document signed by Jennifer Townley (jennifer.townley@dot.ohio.gov) with drawn signature. - 156.63.69.133

Document viewed by Jennifer Townley (jennifer.townley@dot.ohio.gov). - 156.63.69.133



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Signature Certificate



Document Reference: HF65M2J49IBTGK2Y9UYIEC

RightSignature

Easy Online Document Signing

2019-12-06 11:42:30 -0800

Document created by Juana Hostin (juana.hostin@dot.ohio.gov). - 156.63.69.78



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Request for Commission Action

City of Springfield, Ohio

Item Number: 155-19

Agenda Date: May 19, 2020

Today's Date: May 12, 2020

Subject: G Suite Business Email License and Support

Submitted By: Mark Beckdahl

Department: Information Technology

Contact: Gary Peters

- | | | |
|---|---|---|
| <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: 18-150, 19-163

Date of Prior Ordinance/Resolution: 6/4/2019

Summary:

It is respectfully requested that the City Commission authorize the renewal of five hundred and twenty-five (525) G Suite Business licenses and support for employee emails, calendars, collaboration tools, etc. from Onix Networking Corp., 18519 Detroit Ave., Lakewood, OH 44107 for a total amount of \$68,171.25.

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

An emergency ordinance is being requested in order to secure pricing.

Department/Division	Fund Description	Account Number	Actual Cost
General	General	19000900-402000	\$34,085.63
Water	Water	19062900-402000	\$17,042.81
Sewer	Sewer	19063700-402000	\$17,042.81

Total Cost: \$ 68,171.25

AN ORDINANCE NO. _____

Authorizing the issuance of a purchase order for the renewal purchase of 525 G-Suite Business Licenses and support from Onix Networking Corp. for an amount not to exceed \$68,171.25; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, pursuant to Ordinance Nos. 18-150 and 19-163 this Commission authorized the purchase of G-Suite Business Licenses and support from Onix Networking Corp.; and

WHEREAS, this City wishes to continue use of licenses purchases through Onix Networking Corp. as authorized in Ordinance Nos. 18-150 and 19-163 and renewal of the terms pursuant to the 2018 agreement for an additional period of twelve months; and

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

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

Section 1. That the issuance of a purchase order is hereby authorized for the renewal purchase of 525 G-Suite Business Licenses and Support from Onix Networking Corp, 18519 Detroit Ave., Lakewood, OH 44107, for an amount not to exceed \$68,171.25.

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., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION