

CITY COMMISSION AGENDA

October 20, 2020

The Honorable City Commission
The City of Springfield, Ohio

The City Commission will meet in the City Commission Forum at 7:00 PM on Tuesday, October 20, 2020.

PUBLIC HEARINGS

187-20 At 7:00 PM, a public hearing will be held in the City Hall Forum to consider to proposed Development Plan for 15.4 acres located at 3641 Middle Urbana Road (Parcel No. 3200300020000058).

188-20 At 7:05 PM, a public hearing will be held in the City Hall Forum to consider the proposed change in zoning for 9.805 acres located at 4401 S. Charleston Pike (Parcel No. 3400700009000084), from Springfield Township CP Champions Park District, to City CH-1, Highway Commercial District.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

FIRST READINGS – ORDINANCES

The following legislation is being presented for the first time and requires presentation at a second meeting before vote on passage. The City Manager recommends passage on November 2, 2020:

187-20 Approving a Development Plan located at 3641 Middle Urbana Road to allow for the multi-family development of 94 residential units.

188-20 Amending the Zoning Map of Springfield, Ohio by rezoning 9.805 acres at 4401 South Charleston Pike, Springfield, Ohio from Springfield Township CP, Champions Park District, to City CH-1, Highway Commercial District.

SECOND READING – ORDINANCE

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

193-20 Authorizing and directing the City Manager to dispose of a 3D Printer, being property owned by the City and no longer needed for municipal purposes and should be disposed of pursuant to Codified Ordinance Section 149.03.

EMERGENCY ORDINANCES

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

014-20 Providing for Supplemental Appropriations within various funds.

178-20 Amending Ordinance No. 20-224 which authorized the annexation of and establishment of services to be furnished to the property owners at 4401 S. Charleston Pike upon annexation to the City of Springfield, Ohio.

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

197-20 Authorizing the purchase of 43 Mobile Precision 3551 Laptop Computers, and all necessary appurtenances thereto, from Dell Marketing LP, for an amount not to exceed \$72,684.19, through the Ohio Department of Administrative Services, pursuant to Ohio's Cooperative Purchasing Act in accordance with the provisions of Section 125.04 of the Ohio Revised Code.

005-17a Authorizing the City Manager to enter into LPA Agreement No. 800834 - Amendment No. 2 between the City and the Ohio Department of Transportation in connection with the CLA Derr Road 0.00 Project, PID No. 104833 to provide clarity regarding funding sources.

005-17b Authorizing the City Manager to enter into Modification No. 1 to Agreement No. 32450 with American Structurepoint, Inc. for the CLA Derr Road 0.00 Project, PID No. 104833, to increase the agreement amount by \$391,151.00 for a total agreement amount not to exceed \$490,009.00.

198-20 Authorizing the City Manager to enter into a Subrecipient Funding Agreement Emergency Financial Hardship Assistance [CDBG 2020] with Neighborhood Housing Partnership of Greater Springfield, Inc. to provide emergency rent and utility assistance to residents of the City of Springfield, in an amount not to exceed \$100,000.00.

199-20 Authorizing the City Manager to enter into an Agreement with the Drug Enforcement Administration to reimburse expenditures for officers involved in joint operations in an amount not to exceed \$50,000.00, for the period of October 1, 2020 through September 30, 2021; 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 Agreement, and to comply with all relevant local, state and federal legal requirements; confirming and approving services provided under said Agreement from October 1, 2020 to the passage of this Ordinance.

145-20 Authorizing the City Manager to enter into a Grant Agreement with the Ohio Department of Transportation ("ODOT"), Aviation Division in an amount of 79% of the project cost not to exceed \$31,600.00 for the removal of obstructions which are hazardous to air traffic landing at the Springfield-Beckley Municipal Airport; authorizing an expenditure of up to \$12,175.00 to be used as local matching funds; authorizing the City Manager, Law Director, Airport Manager and the Director of Finance to do all things necessary for the execution of the Grant Agreement and to comply with all relevant local, state and federal legal requirements.

NEW ITEMS ON THE AGENDA

REMARKS FROM THE AUDIENCE

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Bryan Heck', written in a cursive style.

Bryan Heck
City Manager



CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION

MOTION SHEET

DATE: September 10, 2020

TO: City Commission

FROM: City Planning Board

SUBJECT: CPB-REZONING 20-Z-05

REQUEST: Development Plan Approval

RECOMMENDED ACTION: 14 Day Ordinance

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

MOTION: Motion by Ms. Fleming to approve the development plan for 3641 Middle Urbana Road.
Seconded by Mr. Wendt.

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

cc: Tom Franzen
Jill Pierce

Respectfully submitted,

Stephen Thompson
Planning Zoning and Code Administrator

Attachments:

1. Staff Report
2. Application and Attachments

187-28

Oct. 20, 2020
7:00 pm

Staff Report

TO: City Planning Board

DATE: September 2, 2020

PREPARED BY: Stephen Thompson

SUBJECT: Development Plan Case #20-Z-05

GENERAL INFORMATION:

Applicant: Redwood USA, LLC, 7510 E Pleasant Valley Road,
Independence, OH 44131

Owner: Kingsgate Commons, PO Box 2310, Springfield, OH
45501

Requested Action: Approval of Development Plan

Location: 3641 Middle Urbana Road

Size: 15.4 acres +/-

Existing Land Use and Zoning: Undeveloped, RM-44

Surrounding Land Use and Zoning: North: SR 334
East: Multi-Family Residential, RM-44
South: Single-Family Residential, RS-5
West: Single-Family Residential, RS-5

Applicable Regulations: Chapter 1114.07 Special Provisions

File Date: August 17, 2020

BACKGROUND:

The applicant seeks approval for a multi-family development. The development will consist of 94 units. It will consist of single story buildings no taller than 18 feet. The streets will be private and include snow removal and maintenance. Part of this project will consist of connecting the two sections of Kingsgate Road.

The RM-44 zoning district allows for multi-family development of this size, but requires approval from City Commission, stating "Development with two or more principal uses or buildings on a lot larger than two (2) acres or with a multifamily dwelling or dwellings of more than 24 units regardless of the size of the lot shall be subject to the Special Provisions of Subsection 1108.07(b).

In its review of the proposed development, the Planning Board and the City Commission shall make specific finding of fact relative to the following criteria:

A. That the development will be designed, constructed, operated and maintained as to be

Staff Report

harmonious and appropriate in appearance with the existing or officially planned uses of the general vicinity and that such use will not change the essential character of the same area.

- B. That the development will not be hazardous or disturbing to existing or officially planned future neighboring uses from the standpoint of noise, lights, congestion or traffic generation which would be incompatible with the neighborhood environment.
- C. That the development will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.
- D. That the development will not involve uses, activities and conditions of operation that will be detrimental to any persons, property, or the general welfare.
- E. Will have vehicular approaches to the property which shall be so designed as not to create and interfere with traffic on surrounding public thoroughfares.

ANALYSIS:

Land Use Plan and Zoning:

The Connect Clark County Comprehensive Plan shows this future character area as "Traditional Neighborhood, High Intensity".

Thoroughfare Plan:

Kingsgate Road is classified as a Collector Street.

Staff Comments:

City Engineering Department:	No objections
City Service Department	No objections
City Fire Department	No objections
Planning/Zoning Division:	The development complies with the zoning restrictions of RM-44.

STAFF RECOMMENDATION:

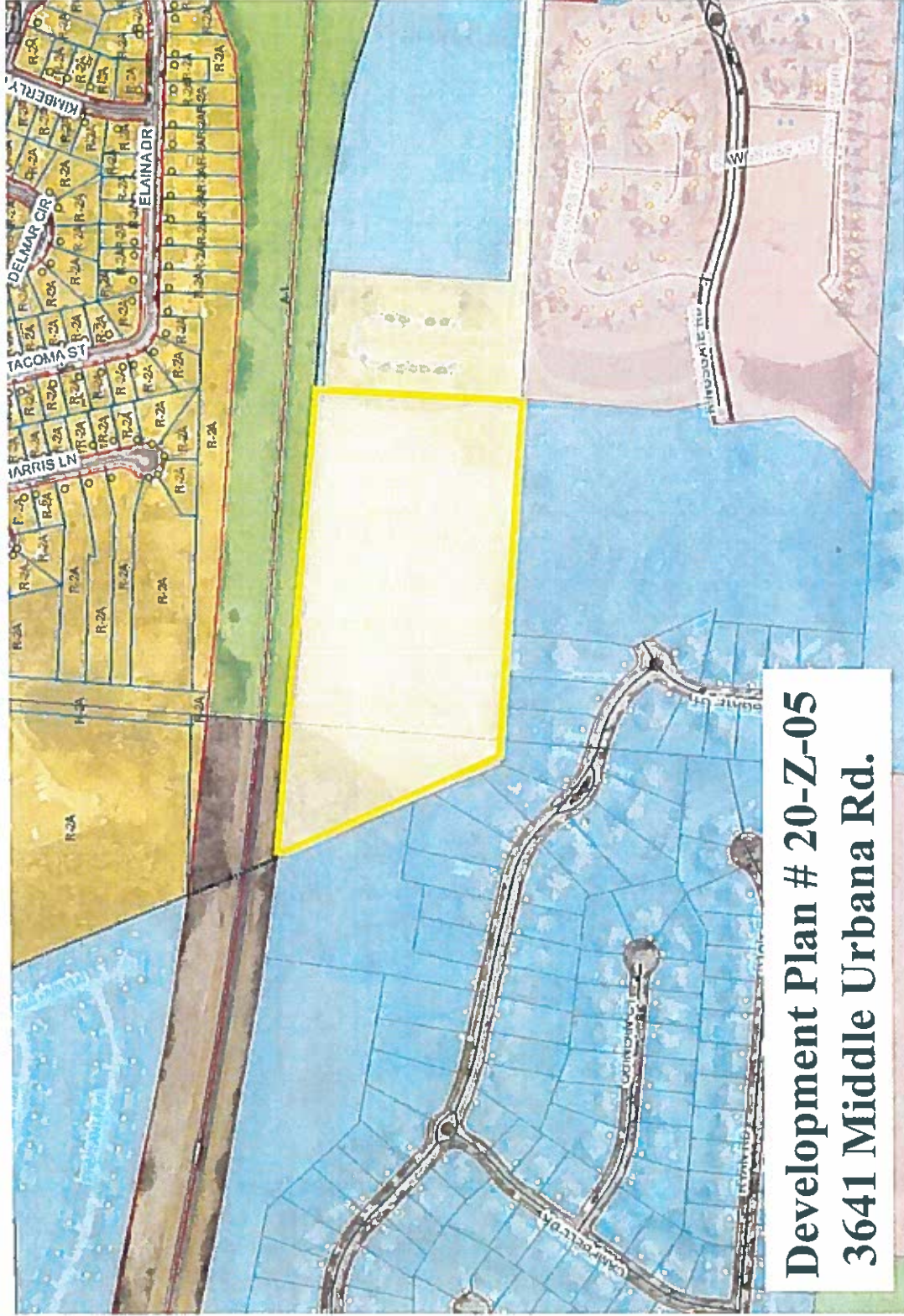
Approval of the development plan.

ATTACHMENTS:

1. Vicinity and zoning map
2. Application



**Development Plan # 20-Z-05
3641 Middle Urbana Rd.**



**Development Plan # 20-Z-05
3641 Middle Urbana Rd.**







FOR OFFICE USE ONLY	
Case #:	<u>20-3-05</u>
Date Received:	<u>8/17/20</u>
Received by:	<u>ST</u>
Application Fee: \$	<u>285</u>
Review Type:	<input type="checkbox"/> Admin <input checked="" type="checkbox"/> CPB <input type="checkbox"/> BZA

GENERAL APPLICATION

A. PROJECT

1. Application Type & Project Description (*attach additional information, if necessary*):
Development Plan submittal per section 1108.07 Special Provisions. Proposing development of a residential neighborhood of attached single story apartment units
2. Address of Subject Property: **3641 Middle Urbana Rd., Springfield OH. 45502**
3. Parcel ID Number(s): **3200300020000058**
4. Full legal description attached? ☐ yes ☒ no
5. Size of subject property: **+/- 15.4 Acres**
6. Current Use of Property: **Vacant / Agricultural**
7. Current Zoning of Property: **RM -44 High Density Multifamily Residence District**

B. APPLICANT

1. Applicant's Status (*attach proof of ownership or agent authorization*) ☐ Owner
☒ Agent (*agent authorization required*) ☐ Tenant (*agent authorization required*)

2. Name of Applicant(s) or Contact Person(s): **Greg Thurman**

Title: **VP of Acquisitions**

Company (if applicable): **Redwood USA, LLC**

Mailing address: **7510 E. Pleasant Valley Road**

City: **Independence** State: **Ohio** ZIP: **44131**

Telephone: (**513**) **458-9810** Fax: () **NA**

Email **gthurman@byredwood.com**

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

Name of Owner (title holder): NA

Mailing Address: NA

City: NA State: NA ZIP: NA

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION
CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR
KNOWLEDGE.


Signature of Applicant

N/A
Signature of Co-applicant

Greg Thurman
Typed or printed name and title of applicant

N/A
Typed or printed name of co-applicant

State of Ohio
County of Hamilton

The foregoing instrument was acknowledged before me this 12th day of
August, 2020

by Gregory S. Thurman (name of person acknowledged).

(seal)


Notary Public Signature

My commission expires: N/A

DONALD A. LOFTY, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
(1) Commission has no expiration
date. Section 147.03 O.R.C.

ANDOM AIVEN TZEHAIE	1454 KINGSGATE RD	SPRINGFIELD, OH 45503
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BAKER ROBERT FOLEY & REBECCA N	1470 KINGSGATE RD	SPRINGFIELD, OH 45503
BENEVOLENT PROTECTIVE ORDER OF ELKS	SPRINGFIELD LODGE 51	SPRINGFIELD, OH 45503
BENZ SUZANNE LANE	3586 KINGSGATE CT	SPRINGFIELD, OH 45503
BUCEY JASON R & ELAINE E	1406 KINGSGATE RD	SPRINGFIELD, OH 45503
CHURCH OF GOD NORTHSIDE SPRINGFIELD OHIO	3705 MIDDLE URBANA RD	SPRINGFIELD, OH 45502
CHURCH OF GOD RETIREMENT HOUSING LIMITED	3693 MIDDLE URBANA RD	SPRINGFIELD, OH 45502
FLEMING RICKY L & SHERRY L	1438 KINGSGATE RD	SPRINGFIELD, OH 45503
FOULK TRISHA M & CHAD E	3516 KINGSGATE CT	SPRINGFIELD, OH 45503
GUIDER RICHARD W & VICKIE J	2277 MELROSE DR	XENIA, OH 45385
HENDERSON MAUTZ III TRUSTEE	3532 KINGSGATE CT	SPRINGFIELD, OH 45503
HOPES JEFFREY B & ROBERTA S	3564 KINGSGATE CT	SPRINGFIELD, OH 45503
JUSTICE KEITH E & CANDACE M	1422 KINGSGATE RD	SPRINGFIELD, OH 45503
KINGSGATE COMMONS	PO BOX 2310	SPRINGFIELD, OH 45501
LATHAM ROBERT A & AMY E COMER	3500 KINGSGATE RD	SPRINGFIELD, OH 45503
PETERS MARK L & JULIE M LITTLE	1481 KINGSGATE RD	SPRINGFIELD, OH 45503
THOMPSON SUSAN E	3548 KINGSGATE CT	SPRINGFIELD, OH 45503
TRINH VINH Q	1342 KINGSGATE RD	SPRINGFIELD, OH 45503
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WARD JUDY ANN	3515 KINGSGATE CT	SPRINGFIELD, OH 45503
WOODRUFF GERALD SCOTT & ANNE RACHEL	1390 KINGSGATE RD	SPRINGFIELD, OH 45503
WRENWOOD DEVELOPMENT CORPORATION	PO BOX 2310	SPRINGFIELD, OH 45501
REDWOOD USA LLC	7510 E PLEASANT VALLEY RD	INDEPENDENCE, OH 44131

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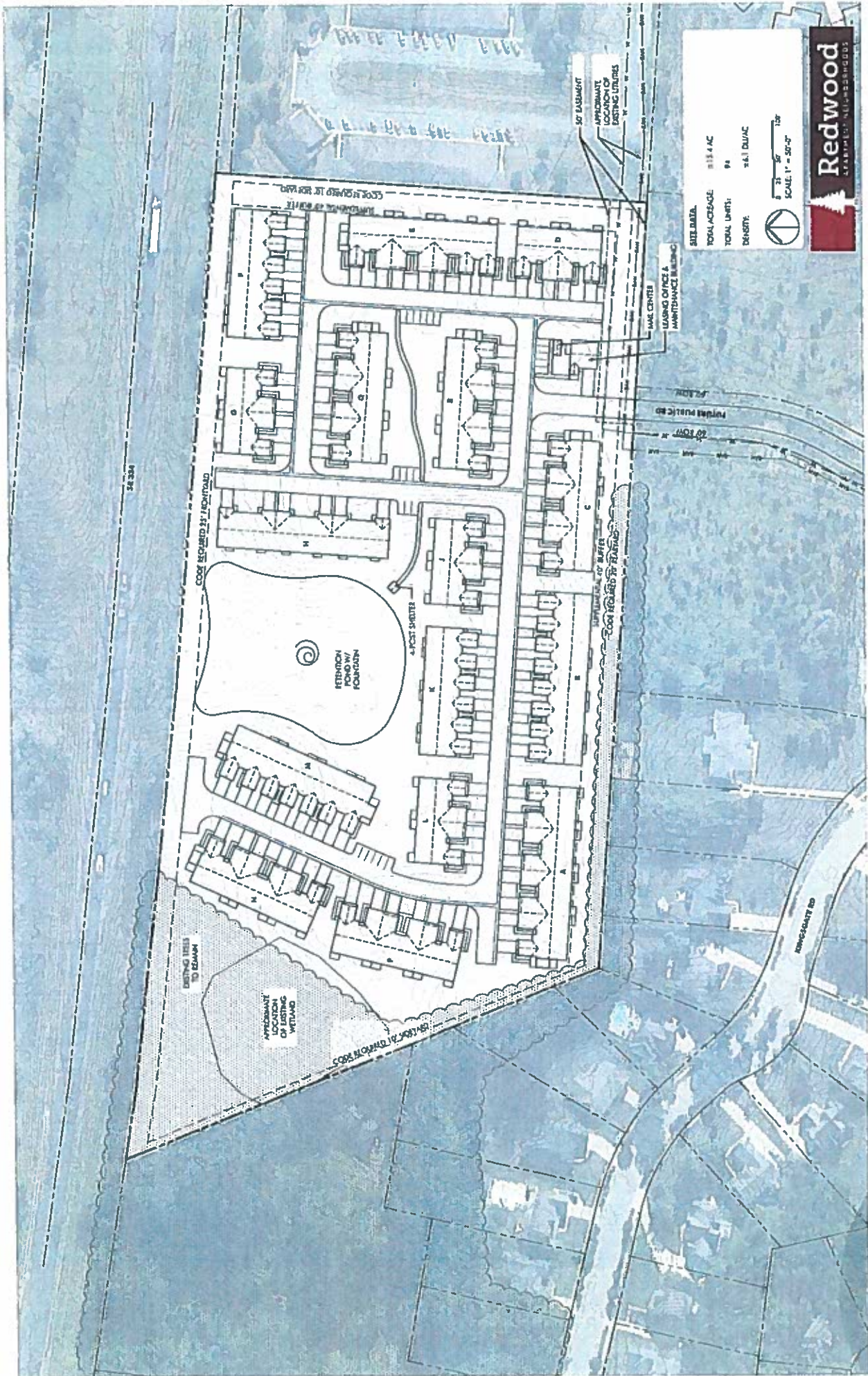
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WOODRUFF GERALD SCOTT & ANNE
RACHEL
1390 KINGSGATE RD
SPRINGFIELD, OH 45503



SITE DATA

TOTAL ACRES	81.5 AC
TOTAL UNITS	94
DENSITY	1.1 DU/AC

SCALE: 1" = 50'-0"



Redwood

REDWOOD SPRINGFIELD, OH Illustrative Concept Plan | 09/01/2020



0 25 50 100
FOOT
SCALE: 1" = 50'-0"

SITE DATA	
TOTAL ACRES:	315.1 AC
TOTAL UNITS:	94
CLIENT:	54.2 DU/AC

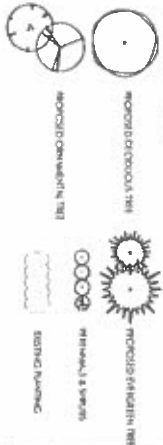
Conceptual Landscape Plan
Scale: 1" = 10'



ZONING

1. LOCALITY, THE REGULATIONS
 Plans shall be approved by the majority vote of one (1) hour for every 1000 square feet of land
 including landscaping on the lot
 1/12 1985 by the Board of Directors
 1/17 1985 by the Board of Directors
 2007 1985 by the Board of Directors
 2007 1985 by the Board of Directors

PLANTING LEGEND



Sheet No.
CONCEPTUAL
LANDSCAPE
PLAN

Project Info
Project #
Client
Location
Scale
Date
By
Check

Redwood
 11111 Redwood Valley Rd.
 Redwood, CA 94061
 (415) 331-1234

Redwood
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 Redwood, CA 94061
 (415) 331-1234

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 11111 Redwood Valley Rd.
 Redwood, CA 94061
 (415) 331-1234

Redwood
 11111 Redwood Valley Rd.
 Redwood, CA 94061
 (415) 331-1234

Scale
1:10

Open Space Plan
Scale: 1" = 40'

OPEN SPACE LEGEND



OPEN SPACE CALCULATIONS

TOTAL SITE AREA: 413.3 AC
TOTAL OPEN SPACE: 148.00 AC (35%)



Collaborator
100 Woodlands Blvd., 2nd Fl.
Columbus, OH 43223
p 614.763.2579

Client
25 Village Square
Springfield, OH 45504
p 937.262.2000
PODdesign.com

Project Name

**Redwood
Springfield, OH**
Mable Urban Rd.
Springfield, OH 45503



Engineered For
Integrated Living
2510 Parkway Village Rd.
Indianapolis, IN 46213

Project Info
Project # 70238
Drawn 09/01/20
By T.M. S.D. 17
Scale As Shown
Revisions

Sheet Title
**OPEN SPACE
PLAN**

Redwood Springfield



Redwood
APARTMENT NEIGHBORHOODS

**Development Plan
Submittal**

Springfield, Ohio
September 1, 2020

Developer



Greg Thurman
VP of Entitlement & Due Diligence
7510 Pleasant Valley Rd.
Independence, Ohio 44131
(513) 458-9810

Design Team



landscape architecture | planning | urban design

Todd Foley
Principal
100 Northwoods Blvd, Suite A
Columbus, Ohio 43235
(614) 360-3055



Matthew Graber
Lead Project Engineer
395 Springdale Drive, Suite 202
Akron, OH 44333
(330) 396-5966



James Keys
3660 Embassy Parkway
Fairlawn, Ohio, 44333
(330) 666-5770

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• Architectural Character Exhibit	
• Preliminary Record Plat	

Project Introduction

Redwood Living would like to bring our beautiful apartment homes to Springfield, OH. Our combination of smart, single-story design, private attached garages, and Redwood's signature features firmly place our apartment homes in a singular category: the maintenance-free convenience of an apartment with a genuine feel of home.

As Redwood's CEO David Conwill puts it, "We offer a condominium atmosphere with the feel of a single-family home—and without association fees or property taxes to worry about."

Redwood's distinctive approach to apartment home development starts with site selection. We choose communities like Springfield, OH because they offer a positive atmosphere, beautiful surroundings, and an appreciation of the qualities that Redwood provides, including energy efficiency.

Being good environmental stewards is a worthwhile goal in itself, but saving money for our residents is also extremely important to us. Our commitment to using specific materials and building processes means there are significant savings for our residents, as documented by our score on the nationally-recognized HERS index. According to this measure, Redwood apartment homes are 40-45% more energy efficient than a home built to current building codes. We're designated "Energy Star" as a result.

Redwood began more than twenty years ago with a simple goal: **give people the kind of apartment that they really wanted to call home.** We listened carefully to what people who lived in apartments had to say about what would simplify and improve the quality of their living experience

We learned that people want a private attached garage, single-story convenience, open floor plans, large kitchens, an extra full bathroom and plenty of closet space. So that's what we provide.

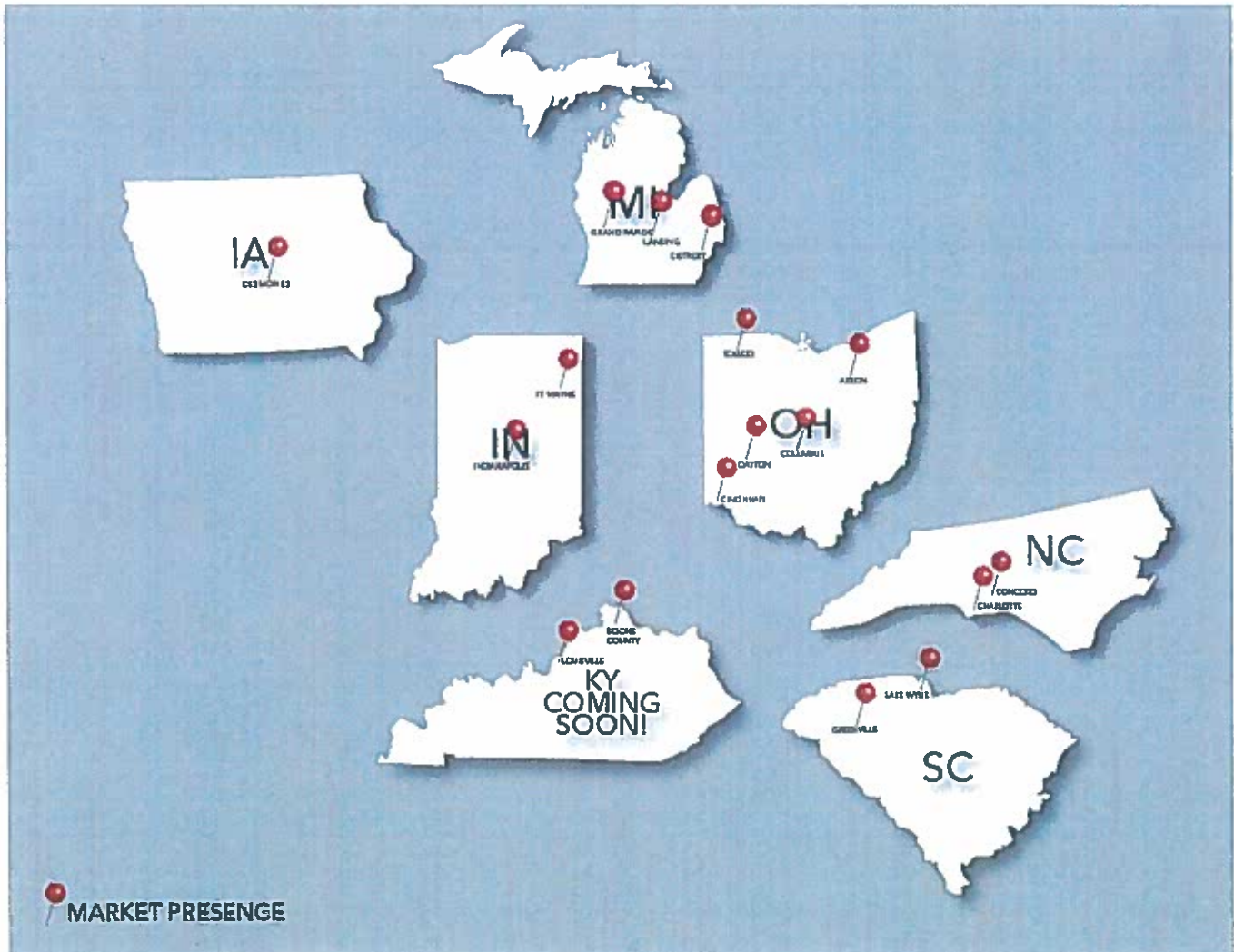
We invite you to learn more about Redwood Living by visiting www.byRedwood.com, and watching our YouTube channel; youtube.com/RedwoodLivingTV.



Redwood Neighborhoods: Peace, Quiet & Comfort

Who is Redwood?

- Founded in 1991
- Based in Independence, Ohio
- 13,000 Units; Owned and Managed
- Single story apartment developer
- 99% Leased Portfolio
- All communities are conventionally financed
- Vertically integrated: Redwood entitles, builds, owns and manages all of its communities



Redwood Neighborhood Exteriors

- Attractive traditional architectural design
- Stone and shake siding accents
- Individual driveways to garages; no widespread parking lots
- Upgraded 'carriage-style' garage doors
- Personal outdoor patios



Redwood Neighborhood Exteriors

- All communities use extensive landscaping
- Stone accents on buildings
- 2x6 Exterior walls, filled with R-19 batt insulation
- Varied color siding and shake accent panels
- Lifetime dimensional shingles
- Energy Star certified windows
- Individual driveways to garages, no widespread parking lots
- Carriage style garage doors with windowed panels
- Personal outdoor patio spaces



Redwood Neighborhood Interiors

- No stairs, single-story design
- No one living above or below the apartment home
- Spacious living areas with open floor plan
- Large windows for abundant natural interior light
- 2 bedroom, 2 full bath, with a den space
- Walk-in closets and kitchen pantry



Redwood Neighborhood Interiors

- Vaulted ceilings, quality finishes, open floor plans with waterproof LVT (Luxury Vinyl Tile)
- Energy efficiency certified throughout unit including high efficiency furnace
- Granite countertops in kitchen and baths
- LED lighting throughout the home
- Every bedroom has a ceiling fan and walk in closet
- Full size washer and dryer connections
- Smoke-free apartments



Who are our Residents?

- Residents who want a single-story design
- Residents who want private attached garages
- Those who want a 'peace and quiet' neighborhood
- Maintenance-free lifestyle
- Empty nesters, Young Professionals
- Those who can afford \$1,400-\$1,800 rent
- Our design and features generate long-term residents



Why the Redwood Formula Works so Well?

- 24/7 On-site professional management
- Responsive to resident requests
- A unique neighborhood that sells 'quiet and privacy'
- All single-story homes
- Private driveways to attached garages
- Private streets maintained by Redwood
- Attached single family rated construction
- State-of-the-art interior amenities and floor plans



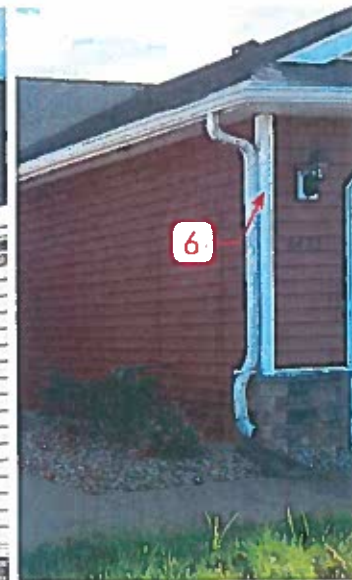
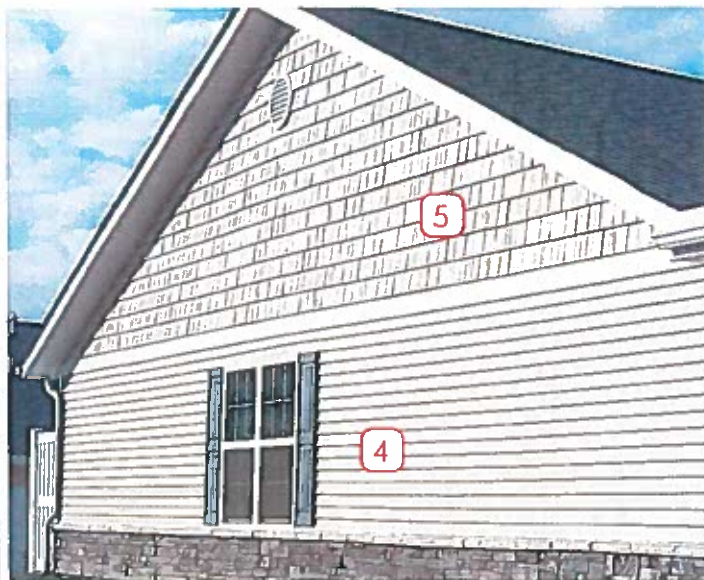
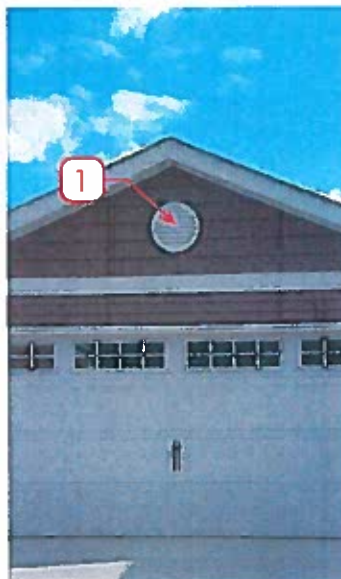
Why Redwood is Good for Springfield, OH:

- Appeals to older residents and empty nesters who want to stay in the community but do not want the hassle of maintenance issues
- Provides a distinctive townhome-like community emphasizing peace and quiet
- Will provide positive tax revenues to community with a minimal impact to community services and public works (i.e. police, fire, maintenance, etc.)
- Additional revenue for local business
- Minimal impact to public schools (5-10% of residents with school age children)
- Low traffic volumes relative to traditional single family home developments



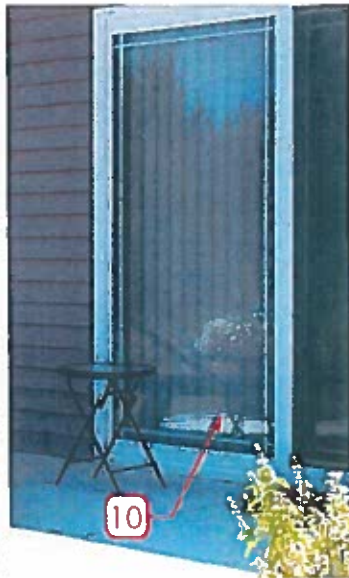
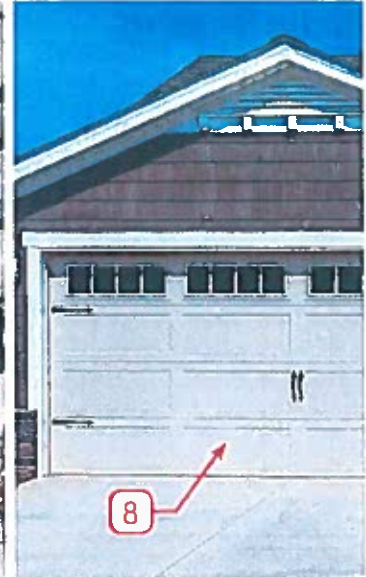
Architectural Materials

EXTERIOR FINISH MATERIAL SELECTIONS			
	ITEM	MATERIAL/STYLE	COLOR
1	DECORATIVE LOUVER	VINYL	WHITE
2	ASPHALT SHINGLES	DIMENSIONAL 30 YEAR LAMINATED	WEATHERED WOOD
3	GUTTERS AND DOWNSPOUTS	PREFINISHED ALUMINUM	WHITE
4	HORIZONTAL SIDING	VINYL	VARIES (SEE PAGE 14)
5	SHAKE SIDING	VINYL	VARIES (SEE PAGE 14)
6	CORNER TRIM	VINYL	WHITE



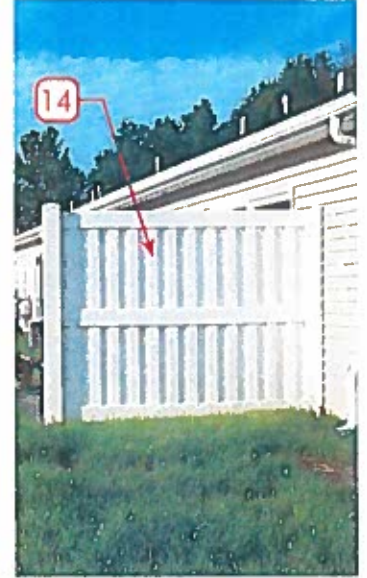
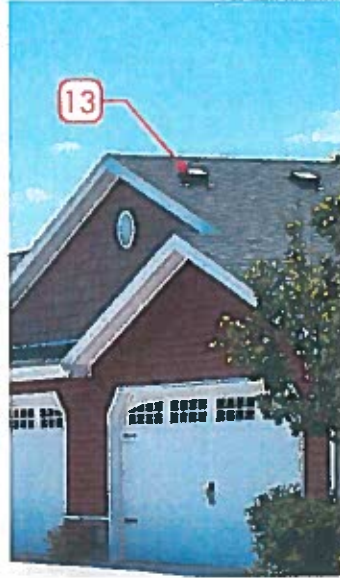
Architectural Materials

EXTERIOR FINISH MATERIAL SELECTIONS			
	ITEM	MATERIAL/STYLE	COLOR
(7)	STONE VENEER	PRESTIGE	OHIO WHITE VEIN
(8)	OVERHEAD GARAGE DOOR	RAISED PANEL PAN STEEL	WHITE
(9)	SINGLE HUNG WINDOW	VINYL	STANDARD WHITE
(10)	SLIDING PATIO DOOR	VINYL	WHITE
(11)	COACH LIGHT	METAL & GLASS	BLACK
(12)	COLUMN	VINYL	WHITE

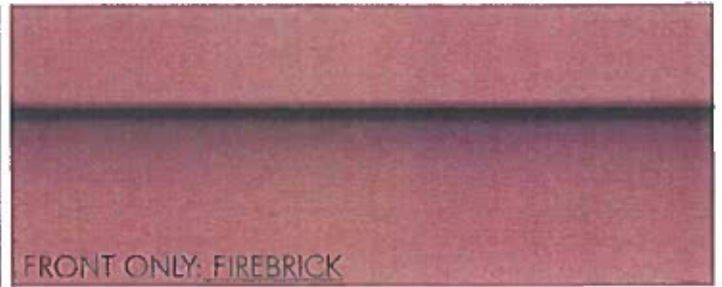
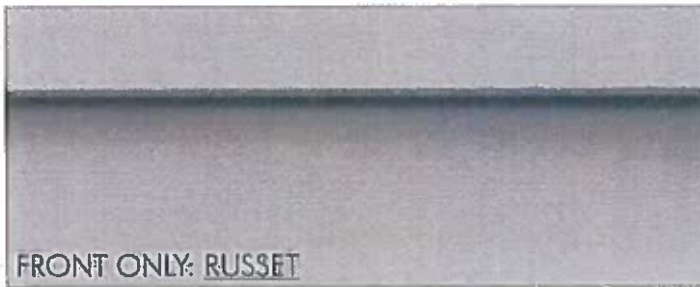


Architectural Materials

EXTERIOR FINISH MATERIAL SELECTIONS			
	ITEM	MATERIAL/STYLE	COLOR
13	LOUVER	ALUMINUM	BROWN
14	PRIVACY FENCE	VINYL	WHITE



SIDING COLORS - BY NORANDEX



NOTES:

1. BUILDING FRONT SIDING COLORS WILL VARY BETWEEN THE ABOVE 4 OPTIONS
2. BUILDING SIDES AND REAR WILL VARY BETWEEN THE LOWER 2 OPTIONS
3. SHAKES BY FOUNDRY SPECIALTY SIDING - TO MATCH SIDING COLORS

Plan Exhibits

- Illustrative Site Plan
- Conceptual Landscape Plan
- Open Space Plan
- Architectural Character Exhibit
- Preliminary Record Plat

**NOTICE OF PUBLIC HEARING
PROPOSED DEVELOPMENT PLAN**

Notice is hereby given that a public hearing will be held on Tuesday, October 20, 2020, at 7:00 P.M. (local time) in the City Commission Forum, City Hall, 76 East High Street, Springfield, Ohio, to consider the proposed Development Plan for 15.4 acres located at 3641 Middle Urbana Road (Parcel No. 3200300020000058).

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

JILL R. PIERCE

CLERK OF THE CITY COMMISSION

NEWS-SUN: Friday, September 18, 2020



Clark County Community and Economic Development

Springview Government Center
3130 E. Main Street, Suite 1A
Springfield, Ohio 45505

Ethan Harris, Development Director
Phone (937) 521-2160 | Fax (937) 328-2621
communitydevelopment@clarkcountyohio.gov

188-20
Oct 20, 2020
7:05 pm

TO: Stephen Thompson, Planning, Zoning & Code Administrator
City of Springfield

FROM: Allan Neimayer, Senior Planner *Alan*

DATE: September 8, 2020

SUBJECT: Rezoning CEDA Case #2020-Z-01

The CEDA Regional Planning Commission met on September 3, 2020 to hear Rezoning CEDA Case #2020-Z-01 to rezone 9.805 acres at 4401 South Charleston Pike owned by the Board of Commissioners Clark County (property pending annexation from Springfield Township to the City of Springfield) from Twp A (Springfield Township Agricultural District) to City CH-1 (Highway Commercial District). Following discussion, the CEDA Board passed a motion recommending this rezoning case be approved as presented.

Vote: Yes: Mr. Shaw, Ms. Hartley, Mr. Morris and Mrs. Roberge.
No: None.

If you have any questions regarding this matter, please call me at 521-2186 or e-mail me at aneimayer@clarkcountyohio.gov.

cc: Tom Franzen
Jill Pierce

Staff Report

TO: City Planning Board

DATE: September 3, 2020

PREPARED BY: Stephen Thompson

SUBJECT: Rezoning Case #20-CEDA-01

GENERAL INFORMATION:

Applicant: Clark County Land Reutilization Corporation, 3130 E Main St., Suite 1A., Springfield, OH 45505

Owner: Board of Clark County Commissioners, 50 E Columbia St., Springfield, OH 45502

Requested Action: Rezone from Springfield Township CP to City CH-1, Highway Commercial District

Location: S Charleston Pike

Size: 9.805 acres

Existing Land Use and Zoning: Fairgrounds, Springfield Township CP

Surrounding Land Use and Zoning: North: Industrial, I-2
East: Manufacturing, M-1
South: Undeveloped, CH-1
West: Fairgrounds, CP

Applicable Regulations: Chapter 1174.01 General

File Date: August 4, 2020

BACKGROUND:

The Board of Clark County Commissioners seeks to rezone the subject property to CH-1. This parcel was recently split from the larger fairground parcel. They intend to develop this parcel with commercial uses consistent with those located near an interstate that would complement the fairgrounds. The parcel to the south was rezoned to CH-1 in 2019.

ANALYSIS:

Land Use Plan and Zoning:

The Connect Clark County Comprehensive Plan shows this future character area as "Institutional Campus."

CH-1 allows for the following uses:

Staff Report

Principal Uses

- (a) Automobile and truck-oriented use
- (b) Commercial recreational facility
- (c) Community center
- (d) Daycare center
- (e) Financial institution
- (f) Hotel or motel
- (g) Office
- (h) Restaurant
- (i) Retail
- (j) Theater
- (k) Wholesale trade and warehouse establishment

Provisional Uses

None

Conditional Uses

- (a) Public utility or public use.
- (b) School, specialized private instruction.
- (c) Used merchandise store, including an antique store and flea market. Small new items such as trinkets may be sold in conjunction with used merchandise up to 50 percent of gross sales.

Surrounding Land Use:

The area surrounding this parcel mainly consists of the fairgrounds.

Thoroughfare Plan:

S Charleston Pike is classified as a State Road.

STAFF RECOMMENDATION:

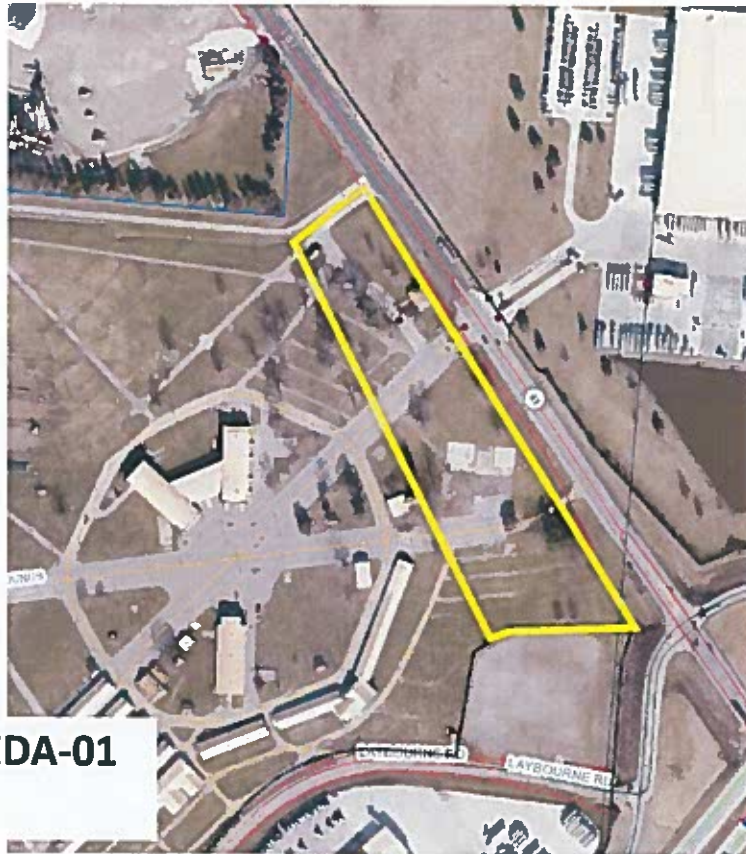
Approval of the request to rezone the property from CP to CH-1.

ATTACHMENTS:

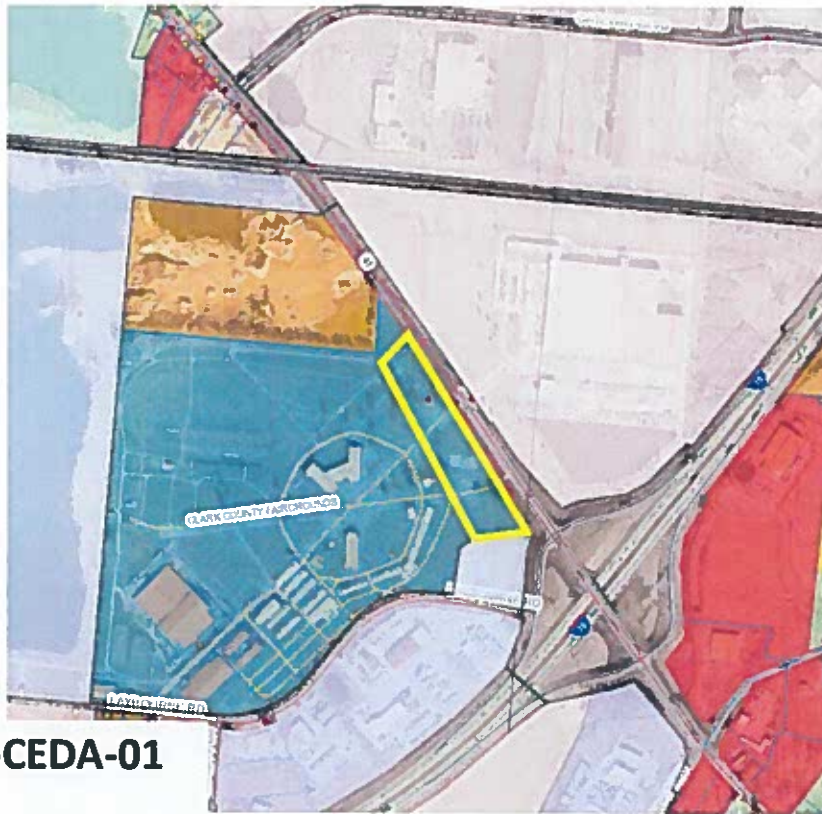
1. Vicinity and zoning map
2. Application



Rezoning Case # 20-CEDA-01
S Charleston Pike

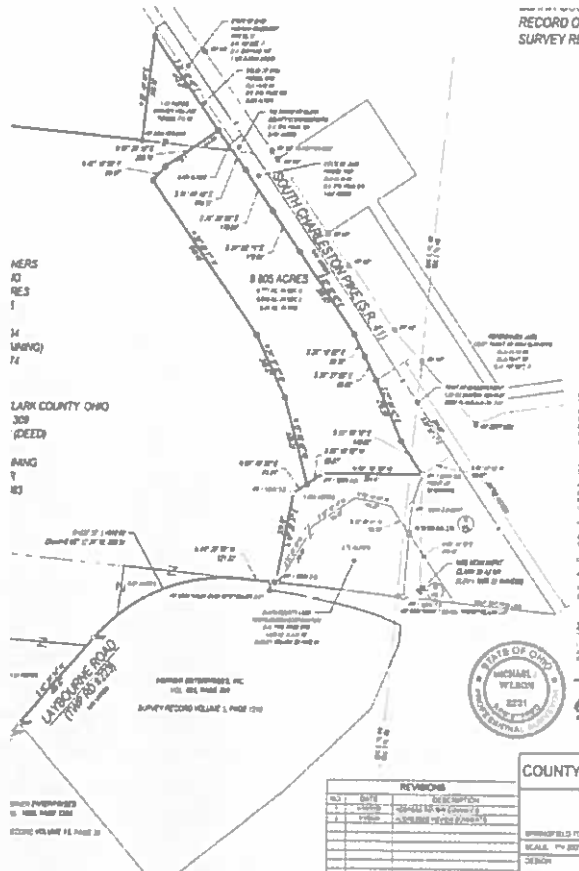


Rezoning Case # 20-CEDA-01
S Charleston Pike



Rezoning Case # 20-CEDA-01
S Charleston Pike

RECORD OF
SURVEY RE





**FOR OFFICE USE ONLY**

Case #: _____
Date Received: _____
Received by: _____
Application Fee: \$ _____
Review Type:
☐ Admin ☐ CPB ☐ BZA

GENERAL APPLICATION**A. PROJECT**

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

Rezoning of approx. 9.81 Acres at the Clark County Fairgrounds

2. Address of Subject Property: N/A

3. Parcel ID Number(s): 300-07-00009-000-084

4. Full legal description attached? ☒ yes ☐ no

5. Size of subject property: 9.81 Acres

6. Current Use of Property: Clark County Fairgrounds

7. Current Zoning of Property: Springfield Township Zoning- Champions Park District

B. APPLICANT

1. Applicant's Status (*attach proof of ownership or agent authorization*) ☒ Owner

☐ Agent (*agent authorization required*) ☐ Tenant (*agent authorization required*)

2. Name of Applicant(s) or Contact Person(s): Clark County Land Reutilization Corporation/ J. Alex Dietz

Title: Site Development Coordinator

Company (if
applicable): _____

Mailing address:

3130 E. Main St. Suite 1A

City: Springfield State: OH ZIP: 45505

Telephone: (937) 521-2185 Fax: () _____

Email

jdietz@clarkcountyohio.gov

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

Name of Owner (title holder): _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

**I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION
CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR
KNOWLEDGE.**

Ethan Harris
Signature of Applicant

Signature of Co-applicant

Ethan Harris
Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Ohio

County of CLARK

The foregoing instrument was acknowledged before me this 4TH day of
AUGUST, 2020

by ETHAN HARRIS (name of person acknowledged).

(seal)

Sherry A. Benston
Notary Public Signature

My commission expires: 09-24-2023



SHERRY A. BENSTON
Notary Public, State of Ohio
My Commission Expires
September 24, 2023



☐ Planning & Zoning

CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING & ZONING DIVISION
REZONING APPLICATION

Date: 4 August 2020

Property address: N/A PP# 300-07-00009-000-084

The undersigned petitions that the following described property be rezoned from a/an Spfld. Twp.-CP District to a/an City CH-1 District containing 9.81 acres.

Please submit the following Exhibits with this rezoning application:

EXHIBIT A

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

EXHIBIT B

Attach a site plan of the petitioned lands.

EXHIBIT C

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

EXHIBIT D

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

Yes. the former Armory parcel adjacent to this land was recently rezoned CH-1

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

Yes.

3. Does the proposed change in zoning conform to City's adopted Thoroughfare Plan? Will it adversely affect the capacity of the present road system in the area?

This project will not adversely affect the capacity of the present road system.

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

Yes.

I/WE CERTIFY AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.

Ethan Harris
Signature of Applicant

Signature of Co-applicant

Ethan Harris
Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Ohio

County of CLARK

The foregoing instrument was acknowledged before me this 4TH day of AUGUST, 20 20

by ETHAN HARRIS (name of person acknowledged).

(seal)



SHERRY A. BENSTON

Notary Public, State of Ohio

My Commission Expires

September 24, 2023

Sherry A. Benston
Notary Public Signature

My commission expires: 09-24-2023

Application Check List

Please review for completeness

ITEMS TO BE SUBMITTED:

- ☐ Proof of ownership or Owner Affidavit.
- ☐ General Application
- ☐ \$285 Fee (must be submitted with the application by the application deadline).
- ☐ Rezoning Application with the following forms and attachments listed below.
- ☐ Please include the following Exhibits:
 - Exhibit A: Metes and bounds legal description or subdivision and lot number description (this can be obtained at the A.B. Graham Building).
 - Exhibit B: Site plan
 - Exhibit C: Rezoning request statement: List your reasons for the zoning district amendment.

Fees must be submitted at the time of application.



CLARK COUNTY
Land Reutilization
CORPORATION

3130 E Main St, Suite 1-A
Springfield, OH 45505
Phone (937) 521-2160
Fax (937) 328-2621

Ethan Harris
3130 E. Main St. Suite 1A
Springfield, OH 45505

4 August 2020

Mr. Stephen Thompson
76 E. High St
Springfield, OH 45502

Mr. Thompson,

The Clark County Land Reutilization Corporation is requesting the rezoning of Clark County Parcel Number: 300-07-00009-000-084. The parcel is approximately 9.81 acres, and was recently split from the larger parcel which is the site of the Clark County Fairgrounds. This new parcel is an excellent location for continued economic development, and will surely attract several new businesses to Clark County and Springfield. This parcel is concurrently in the process of annexation into the City of Springfield. Please accept this letter as our request for rezoning, from Springfield Township- Champions Park district, to City of Springfield- Commercial Highway 1 district. We believe this zoning is the most appropriate given the surrounding properties, including the former National Guard Armory, which was recently rezoned CH-1.

Respectfully,

A handwritten signature in blue ink, appearing to read "Ethan Harris", is written over a light blue horizontal line.

Ethan Harris
Executive Director

LEGAL DESCRIPTION

Containing 9.805 Acres

Situated in the Springfield Township, Clark County, Ohio and being part of Section 3 and Section 9, Township 5, Range 9 B.M.R.S. and being part of a 126.42-acre tract owned by The County Commissioners of Clark County, Ohio by Deed Volume 397, Page 309, part of a 0.055 acre tract conveyed to the Board of Clark County Commissioners by Deed Volume 514, Page 164, and part of a 1.67 acre tract conveyed to the Board of Commissioners Clark County Ohio by Official Record 1409, Page 2594, and being more particularly described as follows.

Commencing from the intersection of the westerly line of Section 9, Township 5, Range 9 and the centerline of South Charleston Pike (S.R. 41), said point being identified as 1.00' RT of Station 153+16.57 as shown on the Ohio Department of Transportation Centerline Survey Plat CLA-70-17.87;

Thence along said centerline, South 33°52'17" East, 224.52 feet to a point;

Thence leaving said centerline, South 56°07'43" West, 128.87 feet to a found iron pipe found at the northeast corner of a 1.630-acre tract owned by the Clark County Land Reutilization Corporation by Official Record 2148, Page 5789, said iron pipe being in the westerly right-of-way of South Charleston Pike (S.R. 41), said iron pipe also being in the northwesterly line of a 3.152-acre tract, Parcel 13WL conveyed to the State of Ohio as recorded in Deed Volume 624, Page 544, said iron pipe also being North 00°14'13" East, 419.46 feet from NGS Monument Clark 39 AZ MK, and the Point of Beginning for the herein described tract of land;

Thence leaving said westerly right-of-way, along the northerly line of said 1.630-acre tract the following two (2) courses:

1. North 89°58'59" West, 364.61 feet to a found iron pipe;
2. South 55°49'02" West, 69.87 feet to a set 5/8" iron pin with cap;

Thence leaving said northerly line, with new division lines through the lands of said 126.42-acre tract, and said 1.67-acre tract the following five (5) courses:

1. North 15°03'46" West, 320.23 feet to a set 5/8" iron pin with cap;
2. North 24°37'20" West, 248.47 feet to a set 5/8" iron pin with cap;
3. North 34°23'51" West, 680.46 feet to a set 5/8" iron pin with cap;
4. North 42°16'08" East, 68.07 feet to a set 5/8" iron pin with cap;
5. North 55°25'16" East, crossing the common line between said 126.42-acre tract and said 1.67-acre tract at 129.11 feet, a total distance of 233.76 feet to a set 5/8" iron pin with cap in the westerly right-of-way of said South Charleston Pike, said pin being in the westerly line of Highway Parcel 5WD (CLA 41-12.44) conveyed to the State of Ohio in Deed Volume 819, Page 689;

Thence along said westerly right-of-way of Parcel 5WD, the westerly line of Highway Parcel 1WD (CLA 41-12.44) conveyed to the State of Ohio in Deed Volume 819, Page 674, and also along the westerly line of said Highway Parcel 13WL the following eight (8) courses:

1. South 34°40'40" East, 174.51 feet to a set 5/8" iron pin with cap;
2. South 34°28'09" East, 179.64 feet to a set 5/8" iron pin with cap;
3. South 34°03'11" East, 179.64 feet to a set 5/8" iron pin with cap;
4. South 33°50'40" East, 359.63 feet to a set 5/8" iron pin with cap;
5. South 26°15'00" East, 88.31 feet to a set 5/8" iron pin with cap;
6. South 26°27'03" East, 95.82 feet to a set 5/8" iron pin with cap;
7. South 23°04'42" East, 239.20 feet to a set 5/8" iron pin with cap;
8. South 33°50'30" East, 140.00 feet to the Point of Beginning containing 9.805 acres of land more or less (9.777 acres in Section 9 and 0.028 acres in Section 3).

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

Basis of bearings - U.S. State Plane, NAD83 Ohio South Zone (3402). Coordinates taken to ground at Latitude N39°53'52.27605", Longitude W83°43'42.09250", Project Height 940.637' and a Ground Scale Factor of 1.00006897403894.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "CESO".

CESO, Inc.

Michael J. Wilson, PS
Registered Surveyor No. 8281

Date



**NOTICE OF PUBLIC HEARING
PROPOSED REZONING**

Notice is hereby given that a public hearing will be held on Tuesday, October 20, 2020, at 7:05 P.M. (local time) in the City Commission Forum, City Hall, 76 East High Street, Springfield, Ohio, to consider the proposed change in zoning for 9.805 acres located at 4401 S. Charleston Pk. (Parcel No. 3400700009000084), from Springfield Township CP Champions Park District, to City CH-1, Highway Commercial District.

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

JILL R. PIERCE

CLERK OF THE CITY COMMISSION

NEWS-SUN: Friday, September 18, 2020

AN ORDINANCE NO. _____

Approving a Development Plan located at 3641 Middle Urbana Road to allow for the multi-family development of 94 residential units.

...oooOOOooo...

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

Section 1. That this Commission does hereby approve a Development Plan located at 3641 Middle Urbana Road to allow for the multi-family development of 94 residential units. A copy of the map showing the Development 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

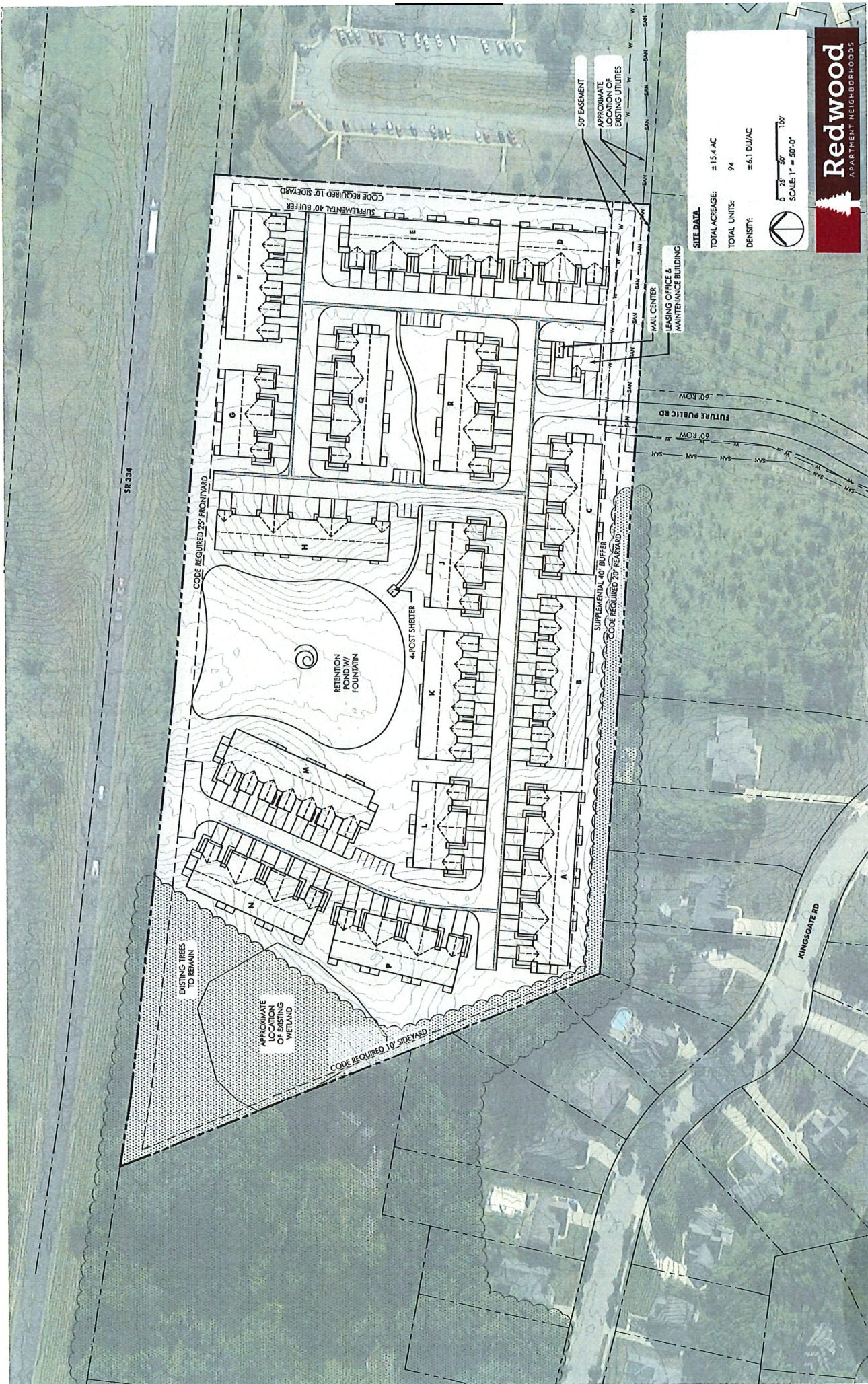
CLERK OF THE CITY COMMISSION

(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

EXHIBIT A



SITE DATA

TOTAL ACRES:	±15.4 AC
TOTAL UNITS:	94
DENSITY:	±6.1 DU/AC

0 25' 50' 100'

SCALE: 1" = 50'-0"



AN ORDINANCE NO. _____

Amending the Zoning Map of Springfield, Ohio by rezoning 9.805 acres at 4401 South Charleston Pike, Springfield, Ohio from Springfield Township CP, Champions Park District, to City CH-1, Highway Commercial District.

...oooOOOooo...

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

Section 1. That the Zoning Map of Springfield, Ohio, referred to in Subsection 1173.02(a) of the Springfield Zoning Code, is hereby amended by rezoning 9.805 acres at 4401 South Charleston Pike, Springfield, Ohio (described as Parcel No. 3400700009000084), from Springfield Township CP, Champions Park District, to City CH-1, Highway Commercial District..

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

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

PASSED this _____ day _____, A.D., 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

Request for Commission Action

City of Springfield, Ohio

Item Number: 193-20

Agenda Date: October 6, 2020

Today's Date: September 25, 2020

Subject: Donation of 3D Printer to Clark State

Submitted By: Tom Franzen, Asst. Manager & Director of Economic Development

Department: City Manager's Office

Contact: Tom Franzen, x7303

☒ **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 City Commission approve a donation to Clark State Community College of a 3D Printer (22T1200ES) that was added to the City's asset list per the 2011 SelectTech Service Corp Joint Agreement. SelectTech has stated they have no further need for this equipment. The asset was acquired at a cost of \$44,155.97 and was estimated to have a useful life of 10 years. Accumulated depreciation through 12/31/2019 was \$39,740.39 and the current book value is \$4,415.58.

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. _____

Authorizing and directing the City Manager to dispose of a 3D Printer, being property owned by the City and no longer needed for municipal purposes and should be disposed of pursuant to Codified Ordinance Section 149.03.

...oooOOOooo...

WHEREAS, Codified Ordinance Section 149.03 provides that the City may dispose of personal property owned by the City and no longer needed for municipal purposes by private or public sale and with or without competitive bidding; and

WHEREAS, the subject 3D Printer (22T1200ES) has an estimated value of \$4,415.58; and

WHEREAS, the City Manager has determined that the 3D Printer is property owned by the City and no longer needed for municipal purposes; and

WHEREAS, this City Commission determines that the said personal property is no longer needed for municipal purposes and accordingly should be disposed of pursuant to Codified Ordinance Section 149.03; and

WHEREAS, City staff have made a recommendation to dispose of the 3D Printer by donation to the Clark State Community College; 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 above in the recitals to this ordinance and such findings are made a part of this ordinance. The 3D Printer owned by the City is property no longer needed for municipal purposes and should be disposed of by donation to the Clark State Community College.

Section 2. That the City Manager is hereby authorized and directed to dispose of the City's 3D Printer pursuant to Codified Ordinance Section 149.03.

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 _____ of _____, A.D., 2020.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action
City of Springfield, Ohio

Item Number: 014-20

Agenda Date: 10/23/2020

Today's Date: 10/13/2020

Subject: 2020 Supplemental Appropriations

Submitted By: Mark Beckdahl

Department: Finance / Accounting

Contact: Tiffany Ross

☐ 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:

I hereby respectfully request legislation approving 2020 supplemental appropriations per the attached listing.

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

An emergency ordinance has been requested for inclusion on the City Commission legislative agenda to approve a supplemental appropriation ordinance for various funds. This sets all appropriations at the levels discussed during budget hearings and appropriates additional carryover projects.

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

Total Cost:

AN ORDINANCE NO. _____

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

...oooOOOooo...

WHEREAS, the Finance Director has advised the City Commission that supplemental appropriations are necessary to make funding available to carry on the operations of the various municipal departments, thereby avoiding inadvertently creating a technical Ohio Revised Code violation by committing funds twice for different purposes, which creates an emergency to preserve the public peace, property, health and safety, necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

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

Section 1. That the sums listed on the attached Exhibit A are hereby appropriated from the unappropriated balances of the funds indicated.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

EXHIBIT A

**SUPPLEMENTAL APPROPRIATIONS
2020 Appropriations
October 20, 2020**

100 GENERAL FUND

Public Safety / Fire Services	Other Services	<u>22,500.00</u>
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278 FIRE SERVICE ENHANCEMENT FUND

Public Safety / Fire Services	Other Services	<u>2,500.00</u>
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620 WATER REVENUE FUND

Finance / Utility Billing	Other Services	<u>8,000.00</u>
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Request for Commission Action

City of Springfield, Ohio

Item Number: 178-20

Agenda Date: 10/20/2020

Today's Date: 10/14/2020

Subject: Amending Ordinance No. 20-224 authorizing petition for Annexation of 1.67 acres located at 4401 S. Charleston Pike

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

Department: City Manager's Office

Contact: Logan, x7300

☐ 14-Day Ordinance

☒ Emergency Ordinance (provide justification below)

☐ Resolution (1 Reading)

☐ 14-Day Resolution (2 Readings)

☐ Emergency Resolution

☐ Motion

☐ Contract

**Prior
Ordinance/Resolution:** 20-224

**Date of Prior
Ordinance/Resolution:** 9/22/2020

Summary:

It is respectfully requested that City Commission authorize the amendment of Ordinance No. 20-224 regarding the annexation of 1.67 acres located at 4401 S. Charleston Pike from the County Commissioners of Clark County, Ohio, to replace 1.67 acres with 9.805 acres.

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

Emergency action is requested in order to expedite the annexation for immediate development.

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

Total Cost:

AN ORDINANCE NO. _____

Amending Ordinance No. 20-224 which authorized the annexation of and establishment of services to be furnished to the property owners at 4401 S. Charleston Pike upon annexation to the City of Springfield, Ohio; and declaring an emergency therein.

...ooo000ooo...

WHEREAS, this Commission authorized Ordinance No. 20-224 authorizing annexation of 4401 S. Charleston Pike into the City of Springfield, Ohio on September 22, 2020; and

WHEREAS, this Commission now seeks to amend said Ordinance to correct a scrivener's error regarding the referenced in the recitals of Ordinance No. 20-224, from approximately 1.67 acres to approximately 9.805 acres; and

WHEREAS, no additional changes or modifications are made to Ordinance No. 20-224 and it remains in full force and effect with the changes incorporated herein; and

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

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

Section 1. That this Commission hereby adopts the findings set forth in the recitals to this Ordinance and makes them a part hereof.

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

Request for Commission Action

City of Springfield, Ohio

Item Number: 126-13

Agenda Date: 10/20/2020

Today's Date: 10/13/2020

Subject: AT&T Ohio - Centrex Service Renewal

Submitted By: Mark Beckdahl, Finance Director

Department: Finance

Contact: Mark Beckdahl, Finance Director

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

**Prior
Ordinance/Resolution:** 19-261

**Date of Prior
Ordinance/Resolution:** 10/8/2019

Summary:

It is hereby respectfully requested that City Commission authorize the City Manager to execute its fifth one-year extension of the existing 36-month agreement for Centrex telephone service with Ohio Bell Telephone Company dba AT&T Ohio for an amount not-to-exceed \$80,000.

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

Emergency action is required due to the time constraints of the renewal, to avoid and interruptions in service or out-of-contract pricing.

Department/Division	Fund Description	Account Number	Actual Cost
Various	Various	Various	\$80,000.00

Total Cost: \$80,000.00

AN ORDINANCE NO. _____

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

...oooOOOooo...

WHEREAS, the City entered into an agreement with AT&T as provider for Centrex Service as authorized in Ordinance No. 13-109 and amended in Ordinance Nos. 16-82, 17-117, 18-288 and 19-261, and now wishes to extend said agreement for a period of one year; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order avoid an interruption in services, thereby providing for the usual daily operation of the various City departments, which this Commission finds creates an emergency necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

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

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

Section 2. That 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



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

Customer	AT&T
CITY OF SPRINGFIELD Street Address: 76 E High St City: Springfield State/Province: OH Zip Code: 45502 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Contact AT&T
Name: Kala Walton Title: Assistant Street Address: 76 E High St City: Springfield State/Province: OH Zip Code: 45502 Country: USA Telephone: 937-324-7747 Fax: Email: kwalton@springfeildohio.gov Customer Account Number or Master Account Number: 937 328 3403 238	Name: Michael Jwaskiewicz Street Address: 400 West Ave City: Rcheester State/Province: NY Zip Code: 14611 Country: USA Telephone: 585-752-3674 Fax: Email: mj1644@att.com Sales/Branch Manager: ISIAH J BZOSKIE SCVP Name: GWIAZDA, JAMES H Sales Strata: LED Sales Region: East <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

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

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

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Bryan Heck	Printed or Typed Name:
Title: City Manager	Title:
Date:	Date:

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

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

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

2. SERVICE TERM, EFFECTIVE DATES AND LINE COMMITMENT

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

3. MINIMUM PAYMENT PERIOD

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

4. UNDER UTILIZATION CHARGE

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

5. LOCATION OF SERVICE

Service Location (if different than Customer address):

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

6. RATES

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

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

End of Document

Request for Commission Action

City of Springfield, Ohio

Item Number: 197-20

Agenda Date: 10/14/2020

Today's Date: 10/20/2020

Subject: Purchase of laptop computers to accommodate remote access for employees

Submitted By: Mark Beckdahl, Finance Director

Department: Information Technology

Contact: Mark Beckdahl, Finance Director

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

The City of Springfield has an immediate need to facilitate the need of employees working from home. It is respectfully requested that Commission authorize an expenditure in an amount not-to-exceed \$72,684.19 to Dell Marketing LP located One Dell Way, Mail Stop 8129, Round Rock, TX 78682. This pricing was granted via Ohio State Term #STS033-534109.

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

Emergency action is required to facilitate remote employees who are working from home.

Department/Division	Fund Description	Account Number	Actual Cost
Information Technology	701 Permanent Improvement	19001700602200(701)	\$40,567.92
Water	701 Permanent Improvement	19062900602200(701)	\$16,058.14
Sewer	701 Permanent Improvement	19063700602200(701)	\$16,058.13

Total Cost: \$72,684.19

AN ORDINANCE NO. _____

Authorizing the purchase of 43 Mobile Precision 3551 Laptop Computers, and all necessary appurtenances thereto, from Dell Marketing LP, for an amount not to exceed \$72,684.19, through the Ohio Department of Administrative Services, pursuant to Ohio's Cooperative Purchasing Act in accordance with the provisions of Section 125.04 of the Ohio Revised Code; and declaring an emergency therein.

...oooOOOooo...

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

WHEREAS, the City wishes to purchase 43 Mobile Precision 3551 Laptop Computers, and all necessary appurtenances thereto, pursuant to the Ohio Cooperative Purchasing Act; and

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

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

Section 1. That the Director of Finance is hereby authorized to purchase 43 Mobile Precision 3551 Laptop Computers, and all necessary appurtenances thereto, from Dell Marketing LP, One Dell Way, Mailstop 8129, Round Rock, TX 78682, for an amount not to exceed \$72,684.19, through the Ohio Department of Administrative Services, pursuant to Ohio's Cooperative Purchasing Act in accordance with the provisions of Section 125.04 of the Ohio Revised Code.

Section 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

Request for Commission Action

City of Springfield, Ohio

Item Number: **005-17a**

Agenda Date: 10/20/2020

Today's Date: 10/13/2020

Subject: Amendment No. 2 to LPA Project Agreement No. 800834 for Project CLA – Derr Rd-0.00,
PID No. 104833

Submitted By: Leo Shanayda, City Engineer

Department: Service

Contact: Chris Moore, Service Director

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

**Prior
Ordinance/Resolution:** 17-12
17-208

**Date of Prior
Ordinance/Resolution:** 1/17/17
8/29/17

Summary:

Amendment is needed for this project to amend Section 3 and Attachment 1– to provide clarity regarding the funding sources authorized by ODOT for this Project.

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

It is the recommendation of this office that City Commission authorize the City Manager to execute Amendment No. 2 to this LPA Federal Project Agreement by emergency ordinance in order for accurate funding to be in place to prevent any delay of this project.

Department/Division	Fund Description	Account Number	Actual Cost
Engineering	FHWA/ODOT		\$ 1,147,836.00
Engineering	City		\$ 879,683.00

Total Cost: \$ 2,027,519.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into LPA Agreement No. 800834 - Amendment No. 2 between the City and the Ohio Department of Transportation in connection with the CLA Derr Road 0.00 Project, PID No. 104833 to provide clarity regarding funding sources; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City and the State of Ohio have entered into LPA Agreement No. 800834 pursuant to Ordinance No. 17-12, and amended in Ordinance No. 17-208, in connection with the CLA Derr Road Project; and

WHEREAS, ODOT has tendered an LPA Agreement Amendment No. 2 to provide clarity regarding funding sources; and

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

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

Section 1. That the City Manager is hereby authorized to enter into LPA Agreement No. 800834 - Amendment No. 2 between the City and the Ohio Department of Transportation, a copy of which is attached hereto and is hereby approved, in connection with the CLA Derr Road 0.00 Project, PID No. 104833 to provide clarity regarding funding sources.

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

CFDA 20.205

LOCAL-LET PROJECT AMENDMENT No. 2

ODOT amends SECTION 3 and Attachment 1 to provide clarity regarding the funding sources authorized by ODOT for this PROJECT:

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$ 2,044,795 as set forth in Attachment 1.

Scope of Work: Project Design

Funding Sources: FHWA (4TB7) at 100%; not to exceed \$ 156,000 including
FHWA – Toll Revenue Credit (LNTP) at 20%; not to exceed \$ 31,200

Scope of Work: Project Right of Way

Funding Sources: FHWA (4TB7) at 100%; not to exceed \$ 90,000 including
FHWA – Toll Revenue Credit (LNTP) at 20%; not to exceed \$ 18,000

Scope of Work: Project Construction

Funding Sources: FHWA (4TB7) at 80%; not to exceed \$ 901,836

ODOT shall provide to the LPA the above stated percentage of eligible costs, up to the maximums documented above for each scope of PROJECT work. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

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

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

LPA: CITY OF SPRINGFIELD

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Jack Marchbanks, Director

Title: _____

Date: _____

Date: _____

Attachment 1 PID 104833 CLA-Derr Road-0.00 (Phase 1)

Amendment 2

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES USES		LPA FUNDS			FHWA FUNDS			FHWA FUNDS TOLL REVENUE CREDIT			TOTAL
		Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT					\$47,452	80	4TB7	\$ 11,863	20	LNTP	\$ 59,315
PRELIMINARY DEVELOPMENT		\$ 24,171	20	LNTP	\$ 77,348	80	4TB7	\$ 19,337	20	LNTP	\$ 120,856
PRELIMINARY DEVELOPMENT		\$ 217,760	100	LNTP							\$ 217,760
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS		\$ 36,527	100	LNTP							\$36,527
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION					\$72,000	80	4TB7	\$18,000	20	LNTP	\$90,000
PROJECT CONSTRUCTION COSTS		\$216,788	20	LNTP	\$867,150	80	4TB7				\$1,083,938
PROJECT CONSTRUCTION COSTS		\$ 361,313	100	LNTP							\$ 361,313
INSPECTION		\$8,671	20	LNTP	\$34,686	80	4TB7				\$43,357
INSPECTION		\$ 14,453	100	LNTP							\$ 14,453
TOTALS		\$879,683			\$1,117,973			29,863			\$2,027,519

Request for Commission Action

City of Springfield, Ohio

Item Number: **005-17b**

Agenda Date: 10/20/2020

Today's Date: 10/13/2020

Subject: Modification No. 1 with American Structurepoint, Inc., for the CLA – Derr Road-0.00 project, PID 104833

Submitted By: Leo Shanayda, City Engineer

Department: Service

Contact: Chris Moore, Service Director

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

**Prior
Ordinance/Resolution:** 17-12
17-208
18-236

**Date of Prior
Ordinance/Resolution:** 1/17/17
8/29/17
9/11/18

Summary:

An amendment to the contract between the City and American Structurepoint, Inc., is required so that they can provide engineering design services and prepare final plans for the Derr Road project. The Derr Road project involves full depth pavement replacement from Home Road to Providence Avenue along with adding a center turn lane and the addition of multi-use path from Home Road to Villa Road.

The cost for the additional work is \$391,151, bringing the total contract amount to \$490,009.

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

This amendment should be granted as an emergency in order to expedite the start of this work, so the design component will not be delayed.

Department/Division	Fund Description	Account Number	Actual Cost
Engineering	ODOT		\$ 96,685.00
Engineering	PI		\$ 294,466.00

Modification #1 Cost: \$ 391,151.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into Modification No. 1 to Agreement No. 32450 with American Structurepoint, Inc. for the CLA Derr Road 0.00 Project, PID No. 104833, to increase the agreement amount by \$391,151.00 for a total agreement amount not to exceed \$490,009.00; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the City entered into Agreement No. 32450 with American Structurepoint, Inc. for engineering and design services for the CLA Derr Road 0.00 Project, PID No. 104833 as approved in Ordinance No. 18-236; and

WHEREAS, additional engineering and design services are required for the CLA Derr Road 0.00 Project, PID No. 104833; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to expedite the start of this work, thereby providing for the usual daily operation of the Service Department, which this Commission finds creates an emergency necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into Modification No. 1 to Agreement No. 32450, a copy of which is attached hereto and is hereby approved, with American Structurepoint, Inc. for the CLA Derr Road 0.00 Project, PID No. 104833, to increase the agreement amount by \$391,151.00 for a total agreement amount not to exceed \$490,009.00.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CITY OF SPRINGFIELD
76 EAST HIGH STREET
SPRINGFIELD, OHIO 45502

Walid Gemayel
American Structurepoint, Inc.
2550 Corporate Exchange Drive, Suite 300
Columbus, Ohio 43231

Re: Modification (32450-1)
CLA-Derr Road-0.00 (Phase I)
PID No. 104833
Federal Project No. E170(814)
Part 2 of Consultant Design Agreement

Dear Mr. Gemayel:

Reference is made to your proposal letter dated September 29, 2020, requesting compensation for the additional services required for completing design plans for subject project.

The City agrees that additional services are required and further agrees that this Modification represents an adjustment of prime compensation allocated to the following work items:

<u>Item</u>	<u>Lump Sum</u>
Part 2: Preliminary Engineering	\$272,018.00
Part 4: SUL Level A	\$47,361.00
Part 5: Signal Plans	\$11,278.00
Part 6: Final Engineering	\$36,980.00

<u>Item</u>	<u>Net Fee</u>	<u>Maximum Fee</u>
Part 3: Geotechnical Engineering	\$210.00	\$22,002.00
Part 7: Ongoing Services During Construction	\$149.00	\$1,512.00

Now, therefore, Project Development Process under Clause III - Prime Compensation of the Prime Agreement, is modified to read as follows:

Part 1: Alternative Evaluation Report and Public Involvement.

Lump sum compensation of Ninety-Eight Thousand Eight Hundred Fifty-Eight Dollars (\$98,858.00).

Walid Gemayel

Re: Modification (32450-1)
CLA-Derr Road-0.00 (Phase I)
PID No. 104833

Page 2

Part 2: Preliminary Engineering.

Lump sum compensation of Two Hundred Seventy-Two Thousand Eighteen Dollars (\$272,018.00).

Part 3: Geotechnical Engineering

Actual costs plus a net fee of Two Hundred Ten Dollars (\$210.00). However, the maximum prime compensation shall not exceed Twenty-Two Thousand Two Dollars (\$22,002.00).

Part 4: SUL Level A

Lump sum compensation of Forty-Seven Thousand Three Hundred Sixty-One Dollars (\$47,361.00).

Part 5: Signal Plans

Lump sum compensation of Eleven Thousand Two Hundred Seventy-Eight Dollars (\$11,278.00).

Part 6: Final Engineering

Lump sum compensation of Thirty-Six Thousand Nine Hundred Eighty Dollars (\$36,980.00).

Part 7: Ongoing Services During Construction

Actual costs plus a net fee of One Hundred Forty-Nine Dollars (\$149.00). However, the maximum prime compensation shall not exceed One Thousand Five Hundred Twelve Dollars (\$1,512.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Four Hundred Ninety Thousand Nine Dollars (\$490,009.00).

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

- (a) The attached Geotechnical Field Exploration Schedule and the attached Laboratory Testing Fee Schedule.

Walid Gemayel

Re: Modification (32450-1)
CLA-Derr Road-0.00 (Phase I)
PID No. 104833

Page 3

(b) The attached Scope of Services Minutes dated March 5, 2020.

If your firm accepts this Modification and agrees that the aforementioned compensation shall constitute full compensation for the provision of the professional services proposed herein, and further agrees that all other terms and provisions of the prime Agreement shall remain unaltered and in full force and effect, please sign this letter-modification and return to the City.

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

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

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

Your authorization to proceed shall be given by separate letter.

Respectfully,

Bryan Heck
City Manager

BH:ALS

APPROVED AS TO FORM:

By: _____

Title: _____

Walid Gemayel

Re: Modification (32450-1)
CLA-Derr Road-0.00 (Phase I)
PID No. 104833

Page 4

ACCEPTANCE

The undersigned, American Structurepoint, Inc., does hereby approve and accept the proposed terms of this Modification as set forth in the foregoing letter.

IN WITNESS WHEREOF, I have hereunto affixed my own signature, as a duly authorized member of said firm, this 8th day of October, 2020.

AMERICAN STRUCUREPOINT, INC.

DocuSigned by:
By: Walid Gemayel
4A2499CED38E4C9...
Title: Senior VP / Partner

Request for Commission Action

City of Springfield, Ohio

Item Number: 198-20

Agenda Date: 10/20/2020

Today's Date: 10/12/2020

Subject: Emergency Financial Hardship Assistance- CDBG Funded

Submitted By: Shannon Meadows, Community Development Director

Department: Community Development

Contact: Jackie Sudhoff x3480

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully requesting City Commission consider action to authorize the City Manager to execute a Subrecipient Funding Agreement with Neighborhood Housing Partnership of Greater Springfield (NHP) to provide emergency rent and utility assistance to residents of the City of Springfield, with incomes that are at or below 80% AMI. The agreement will be funded with Entitlement Community Development Block Grant funds in the amount of \$100,000. This agreement will add to the existing emergency rent and utility assistance funding provided to NHP from other federal funding sources.

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

As the community sees the rise in struggling families; unemployment, late rents, evictions, homelessness, and shut-off notices as the result of COVID-19 the City is responding with federal funds to assist eligible households to prevent further hardships while working within HUD regulations. Rent and Utility Assistance is necessary to avoid the higher costs of homelessness, hotel costs, and re-housing individuals and families.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Community Development	CDBG		\$100,000.00

Total Cost: \$100,000.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Subrecipient Funding Agreement Emergency Financial Hardship Assistance [CDBG 2020] with Neighborhood Housing Partnership of Greater Springfield, Inc. to provide emergency rent and utility assistance to residents of the City of Springfield, in an amount not to exceed \$100,000.00; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, Neighborhood Housing Partnership of Greater Springfield, Inc. is willing to operate an Emergency Financial Hardship Assistance Program in Springfield; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order provide assistance to the residents of the City of Springfield, Ohio at the earliest possible time, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into a Subrecipient Funding Agreement Emergency Financial Hardship Assistance [CDBG 2020] with Neighborhood Housing Partnership of Greater Springfield, Inc. to provide emergency rent and utility assistance to residents of the City of Springfield, in an amount not to exceed \$100,000.00, a copy of which is attached hereto and is hereby approved.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

SUBRECIPIENT FUNDING AGREEMENT
Emergency Financial Hardship Assistance
[CDBG 2020]

THIS AGREEMENT made and entered into effective the ____ day of _____, 2020, by and between **THE CITY OF SPRINGFIELD, OHIO** (hereinafter referred to as "City") and **Neighborhood Housing Partnership of Greater Springfield, Inc**, an Ohio not-for-profit corporation, whose mailing address is 527 E Home Road, Springfield, Ohio 45503 (hereinafter referred to as "Subrecipient").

WITNESSETH:

WHEREAS, Subrecipient is willing to operate an Emergency Financial Hardship Assistance Program funded through the Department of Housing and Urban Development (HUD), Community Development Block Grant- 2020 Entitlement Grant authorized in the 2020 HUD budget for Entitlement grantees and is based on the approved Emergency Financial Hardship Assistance Program Description in Springfield (hereinafter the "Assistance Program"); and,

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

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

1. Responsibility for Grant Administration. The CITY is responsible to the United States government for ensuring the administration of HOME funds in accordance with all program requirements. Subrecipient understands that the use of subrecipients or contractors does not relieve the City of this responsibility. The City is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise.
2. Program Requirements. Subrecipient is required to carry out the Assistance Program in compliance with all federal laws and regulations in 24 CFR Part 570, Department of Housing and Urban Development, which is incorporated herein and made a part hereof as if fully rewritten as well as complying with the requirements specified in **ATTACHMENT I - Work Program**.

Notwithstanding the foregoing:

- a. The Subrecipient does not assume the City's environmental responsibilities under 24 CFR 570.503(b)(3)(1)
 - b. The Subrecipient does not assume the City's responsibility for initiating the review process under Executive Order 12372, as described in 24 CFR Section 570 Subpart K.
3. Scope of Service. The Subrecipient hereby agrees to utilize funds made available under the CDBG funds from HUD for the purpose of implementing the above-mentioned Emergency Financial Hardship Assistance Program. The scope of services provided will meet the Low Mod Clientele (LMC) National Objective found at 24 CFR Part 570.208(a)(2). The program falls under the Public Service Eligible Activity found at 24 CFR Part 570.201(e). The requirements to meet both the National Objective and Eligible Activity is outlined in the **ATTACHMENT I - Work Program**. Changes in **ATTACHMENT I - Work Program** may be requested from time-to-time by either the City or the Subrecipient and shall be incorporated in written amendments to this Agreement. Subrecipient certifies that it will utilize the funding provided by the City to provide CDBG funded rent and utility assistance to eligible persons living in the City of Springfield.
4. Time of Performance. This Agreement shall take effect as of **October 21, 2020 and continue through and including December 31, 2020.**
5. Consideration. The City shall fund the Subrecipient for all expenditures made in accordance with the schedule set forth in **ATTACHMENT II - Work Program Budget**. In no event shall funding paid to Subrecipient under this Agreement exceed the maximum sum of One hundred Thousand Dollars (\$100,000.00) expended to provide tenant based assistance. Subrecipient hereby acknowledges that in no event are payments to be financed by funds other than the funds granted by the Federal Government for the CDBG grant program.
6. Method of Payment. The City shall compensate the Subrecipient for proper expenditures up to a maximum sum of One hundred Thousand Dollars (\$100,000.00). Subject to receipt of funds from the United States Treasury, the City agrees to reimburse the Subrecipient for authorized expenditures for which vouchers and other similar documentation to support payment expenses are maintained under those generally accepted accounting principles and procedures approved by the City and outlined in 24 CFR Part

85 and 2 CFR Part 200 (also referred to as the Super Circular). Such documentation shall be submitted to the CITY by **the 15th day of each month for the preceding month**. Payment shall be made within thirty (30) days of receipt by the CITY of all documentation required by the City of Subrecipient verifying the amount and nature of Subrecipient's expenditures; provided, that funds for the Assistance Project have been deposited with the City.

7. Program Income. All income received from CDBG funded activities shall be considered program income and subject to 24 CFR Part 85, Federal Management Circulars 2 CFR Part 200 and current HOME regulations. Unless this Agreement, at **ATTACHMENT II - Work Program Budget**, specifies whether program income received is to be returned to the CITY or retained by the Subrecipient, all such income shall be promptly returned to the CITY upon its request.
8. Reversion of Assets. Upon expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration, any accounts receivable attributable to the use of CDBG funds, and any personal property acquired by Subrecipient with CDBG funds provided to Subrecipient by City. Subrecipient shall also ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds is conveyed, free and clear of any and all encumbrances, to the City or to such grantee as the City may designate.
9. Subcontracting. None of the services covered by this Agreement shall be subcontracted without prior written approval by the City and prior written approval of the subcontracting document by the City. Subrecipient shall not employ, engage the services of, or award a contract to any subcontractor who has been debarred, suspended or placed in ineligibility status by HUD and Subrecipient will place in each contract Subrecipient enters into with a subcontractor a provision prohibiting such subcontractor from entering into a contract (related to this Agreement) with a person or other entity who is debarred, suspended or placed in ineligibility status by HUD. Subrecipient shall each not provide benefits funded pursuant to this Agreement to a tenant who is debarred, suspended or placed in ineligibility status by HUD without first obtaining written consent of the City. Subrecipient warrants that it shall comply with the City's minority business enterprise requirements. Subrecipient warrants that it will subcontract with qualified minority business enterprises and female business enterprises which are certified by

the City in order to meet the City's goals established in Chapter 153 of the City's Codified Ordinances.

10. Compliance with Regulations and other Federal Requirements. Subrecipient will comply with the Regulations of the United States Department of Housing and Urban Development including those listed in **ATTACHMENT IV - Certification, Other Regulations**, on file with the City's Community Development Department. Subrecipient, shall strictly comply with the requirements of the Fair Housing Act, 42 USC Sections 3601-3619 and the implementing regulations at 24 CFR Parts 100, 106 and 109; Executive Order 11063 [Equal Opportunity in Housing], and the implementing regulations at 24 CFR Part 107; Title VI of the Civil Rights Act of 1964, 42 USC 2000d, and the implementing regulations at 24 CFR Part 1; and the Civil Rights Act of 1991. Subrecipient shall not engage in prohibited discrimination on the basis of age in violation of the Age Discrimination Act of 1975, 42 USC Sections 6101-6107 and the implementing regulations at 24 CFR Part 146. Subrecipient shall not engage in prohibited discrimination on the basis of handicap in violation of Section 504 of the Rehabilitation Act of 1973, 29 USC Section 794 and the implementing regulations at 24 CFR Part 8 or the Americans with Disabilities Act of 1990. Subrecipient shall strictly comply with the requirements of Executive Order 11246 [Equal Employment Opportunity] and the implementing regulations issued under the order at 41 CFR Chapter 60. Subrecipient shall strictly comply with Section 3 of the Housing and Urban Development Act of 1968, 12 USC Section 1701u [Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects] and the implementing regulations at 24 CFR Part 135. Subrecipient shall strictly comply with the requirements of the National Historic Preservation Act, 16 USC Section 470-470t and the implementing regulations at 36 CFR Part 800 [The Protection Of Historic And Cultural Properties]. Subrecipient shall provide to each tenant beneficiary a copy of the notice prepared by HUD entitled "Watch Out For Lead-based Paint Poisoning." Subrecipient shall obtain a receipt from each such tenant verifying the date the tenant received the notice and will provide a true copy of the receipt to the City.
11. Maintenance and Availability of Records. In connection with the Agreement, the Subrecipient shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to cost incurred, as more fully described in **ATTACHMENT V -- Records to be Maintained**, on file with the City's Community Development Department. Such records shall be retained for a period of at least

five years after close out of the funds; after the conclusion of any litigation, claim, negotiation, audit, or other action related to such funds whichever period for retention of records is the longer. Such records shall be furnished and available for inspection by the United States Department of Housing and Urban Development or any authorized representative of the City. Such records shall be available at the Subrecipient's offices, as applicable, at all reasonable times. If a claim, investigation or litigation is pending after what is assumed to be the final payment, that, in effect, cancels the final payment date. The retention period will not begin until final settlement and conclusion of the claim, investigation or litigation.

12. Termination.

- a. The City may terminate this Agreement, in its entirety, and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any CDBG-CV funds from Subrecipient at its discretion if Subrecipient:
 - i. violates any provision of this Agreement; or
 - ii. violates any provision of the Community Development Block Grant Program found at 24 CFR Part 570 or the Community Development Act of 1992; or
 - iii. violates any applicable regulations or terms and conditions of approval of the applications which the Secretary of the United States Department of Housing and Urban Development (hereinafter "HUD") has issued or shall subsequently issue during the period of this Agreement; or
 - iv. fails to complete performance in a timely manner. The CITY may also terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, by giving the Subrecipient thirty (30) days written notice, in the event that the Secretary of HUD shall;
 - A. withdraw funds allocated to the City under City's application for program activities which substantially prevent performance of the program in the City;
 - B. terminate the City's funding allocation pursuant to an Act of Congress; or

- C. fail to approve a grant application filed by the City.
- b. The City may terminate this Agreement for City's convenience by giving five (5) days advance, written notice of termination. In the event of termination for City's convenience City shall pay for eligible costs incurred by Subrecipient prior to termination.
13. Dispute Resolution. Any controversy or claim arising out of, or relating to, this Agreement or the breach thereof, shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any Court having jurisdiction thereof. It is agreed that any and all proceedings conducted in arbitrating any dispute under this Agreement shall be held in Springfield, Ohio.
14. Independent Contractor Status. It is agreed that Subrecipient shall have the status of an independent contractor under this Agreement. Subrecipient will pay and make all required filings in connection with state, city and federal payroll taxes, social security contributions and workers' compensation and unemployment insurance premiums or any other required payments of filings in connection with the engagement of any persons or firms Subrecipient may use in performing its responsibilities under this Agreement.
15. Compliance with Law. Subrecipient agrees that the transaction which is the subject of this Agreement and all activities engaged in by Subrecipient in performing this Agreement shall be conducted in full and complete compliance with all federal, state and local constitutions, charters, statutes, ordinances, rules and regulations of whatever nature. Subrecipient shall do all things necessary to accomplish such full and complete compliance. Warning: It is unlawful for officials and employees of CITY to receive gratuities. City shall not engage in any conflict of interest in violation of 2 CFR 200.112. Subrecipient warrants that to the best of its knowledge no City Commissioner, officer or employee of the City, or their designees, agents or consultants, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, resulting from the use of the funding provided pursuant to this Agreement.
16. Indemnification. Subrecipient agrees to indemnify the City from any liability and to save the City harmless from any damage which the City may suffer as a result of acts or omissions of Subrecipient or

any employee or agent of Subrecipient. In the event HUD determines that any costs which were funded by funding provided to Subrecipient pursuant to this Agreement were not eligible costs, Subrecipient shall repay to the City the amount of the funding made to fund costs found not to be eligible costs. This section places an absolute obligation on Subrecipient to indemnify and hold the City harmless from any expenditure recovery action by HUD against the City to recover funding for Subrecipients costs determined by HUD to be ineligible costs or disbursement of HOME funds in violation of 24 CFR part 570.

17. No Waiver. Failure of City to complain of any act or omission on the part of Subrecipient, no matter how long the same may continue, shall not be deemed to be a waiver by City of any of its rights hereunder. No waiver by City at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.
18. Merger. This Agreement constitutes the entire understanding of the parties and shall not be altered, changed, modified, or amended except by similar instruments in writing, executed by the parties hereto.
19. Assignment. It is agreed that none of the parties shall have the right at any time to assign its interest in and to this Agreement without the written consent of the other party.
20. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto, their respective legal representatives, successors and assigns.
21. ADA. SUBRECIPIENT shall fully comply with all applicable provisions of the Americans with Disabilities Act of 1990 and all regulations issued in connection therewith.
22. Tenant Based Rental Assistance. Use of CDBG funding, provided to Subrecipient pursuant to this Agreement, to provide tenant based rental assistance shall be limited in the following respects:
 - a. Subrecipient shall provide assistance funded by this Agreement only to beneficiaries who are qualified in strict compliance with Emergency Financial Hardship Assistance Program tenant selection policies described in **ATTACHMENT VI - Tenant Beneficiary Selection Policy.**

- b. A lease between a tenant and an owner of rental housing for which CDBG funded rental assistance is provided must be provided. Absent a lease, the landlord is required to certify the amount of monthly rent owed and must be signed by both the landlord and client. In addition, both HH and landlord must sign a Duplication of Benefits certification.
- c. Subrecipient shall contractually require tenant beneficiaries receiving CDBG funded assistance provided pursuant to this Agreement to apply and use such assistance within the boundaries of Springfield, Ohio.
- d. The term of the assistance contract providing assistance with CDBG funds may not exceed 3 months. Rental assistance contracts will be executed between the Subrecipient, the client and the owner of the rental unit. The term of the contract must terminate upon termination of the lease. The Subrecipient must examine a tenant's current resources and determine a tenant's ability to contribute to housing expenses. No more assistance may be provided than is needed to stabilize housing. In addition to rent and arrears, the tenant may also receive assistance with water/sewer, electric and gas utilities. HUD will allow assistance to cover past due rent and utilities up to three months total. Fees and other late charges cannot be paid with CDBG funds..
- e. Housing occupied by a family receiving Emergency Financial Hardship Assistance Program provided pursuant to this Agreement should meet the Housing Quality Standards set forth in 24 CFR Section 982.401 except for such variations as are proposed by the participating jurisdiction and approved by HUD. HQS inspections will be waived to prevent the spread of COVID-19. LEAD Paint presence, however, will not be waived. The Subrecipient must work with the tenant to assure documentation of no peeling and chipping paint on the painted surfaces of structures built before 1978.
- f. Maximum tenant based rental assistance subsidy:
 - (i) The amount of the monthly assistance that Subrecipient may pay to landlords or utility providers on behalf of a family will be determined by the Subrecipient after undergoing a financial assistance

- analysis with the tenants. No more assistance can be provided than necessary to stabilize housing.
- (ii) The Subrecipient may require a client to be responsible for a reasonable housing expense contribution as established by the financial review.

- g. Subrecipient shall conduct the Emergency Financial Hardship Assistance Program, described above, in strict conformance with all the requirements of 24 CFR Part 570.

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

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

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

APPROVED AS TO FORM
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

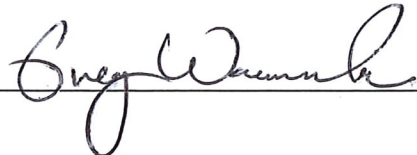
Assistant Law Director

BY: _____
Bryan Heck, City Manager

Date _____

NEIGHBORHOOD HOUSING
PARTNERSHIP OF GREATER
SPRINGFIELD, INC.

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

BY:  _____

Finance Director

ATTACHMENT 1 - Policies and Procedures Emergency Financial Hardship Assistance

Program Administration

The City of Springfield will work with Neighborhood Housing Partnership (NHP) as a subrecipient to carry out the functions of an Emergency Financial Hardship Assistance Program funded with Entitlement Funds granted through the Community Development Block Grant funding allocation process. The overall program development and outcomes are the City's responsibility and are designed to be in compliance with the Public Service Matrix Code 05Q under the HUD regulation of 24 CFR 570.207(b)(4). This project will serve households at or below 80% of the area median income exclusively.

The City will utilize these Policies and Procedures to relate program requirements that satisfy first HUD guidelines, then local requirements and priorities. The City will enter into a subrecipient agreement with Neighborhood Housing Partnership as the agency chosen to best carry out the work needed for this project. A subrecipient may be chosen by the City without procurement and will be subject to all federal requirements including the 2 CFR 200 Super Circular requirements.

Household Selection Criteria

A household (HH) must be income qualified at 80% of the area median income or below and experiencing a financial hardship to qualify for the Emergency Financial Hardship Assistance Program. *Given the high degree of anticipated demand, Neighborhood Housing Partnership can reserve the right to prioritize completed applications as they come in. It is likely that the need for assistance will exceed current funding capacity. In that event, households will receive a letter of denial that states there are no longer funds available through this program. This letter of denial may then be used to document that they have used their best efforts to obtain government assistance for rent as directed in the CDC Order on September 4, 2020.*

Income Eligibility - All HHs participating in the Emergency Financial Hardship Assistance Program must be income qualified. The City and any subrecipient will use the Part 5 definition of income which includes Regular State Unemployment Insurance and CARES Act PUA & PEUC extensions of regular UI, but excludes the recent \$1200 CARES Economic Impact Payments and the \$600 weekly Federal Pandemic Unemployment Compensation (FPUC). CDBG Assistance is limited to HH with incomes that are at or below 80% of the Area Median Income (AMI). It is possible to utilize a self-certification of income form to document income for CDBG public service programs for a limited number of clients. This should be used only as a last resort and all attempts will be made to obtain income documentation.

Program Prohibition -

Conflict of Interest - The city and any subrecipient may not serve any employee, or family member of an employee (as a tenant or a landlord) without obtaining an exception from HUD.

Assistance Limits and Types

Assistance can be provided to tenants that live in eligible housing. In order to be considered eligible, the housing must not be emergency shelter facilities, hotels, motels, nursing homes, convalescent homes, residential treatment, hospitals, halfway houses or housing for students or dormitories. Also excluded are properties excluded by the Environmental Review process or properties deemed unsafe. Additionally, assistance is limited to actual rent and utility expenses and cannot be used to pay for additional fees or charges associated with non-payment.

Monthly Rent and Utility Assistance - This includes assistance to pay back owed expenses from March 13, 2020. A waiver permits us to pay up to 100% of rent and utilities. Utilities are considered to be electric, gas, water and sewer. While 100% of rent and utilities can be paid, a tenant's financial situation should be used to assess capacity to contribute towards their housing expenses. A waiver allows the program to consider rents that are above the Fair Market Rent, but rent must still be considered "reasonable" for the program to assist. Rents that are not above 125% of Fair Market Rent will be considered reasonable.

CDBG Assistance - CDBG Assistance is strictly limited to 3 months of assistance.

All assistance payments will be made to either the landlord or utility company.

Marketing and Outreach

This program will be marketed first to those least likely to apply as required at 92.351(a). The program will be marketed through various media sources such as; Facebook, newspaper, utility bill inserts and coordinated outreach with community service providers.

Intake and Approval

Application form

Applications will be made available both online, using the Neighborly portal and with a paper copy provided by the subrecipient. The subrecipient will provide assistance to potential clients via phone, paper submission, or in person if health and safety protocols can be met.

Applications will document what forms of assistance are needed by the tenant (rent, utilities) and the subrecipient will assist clients in providing documentation. Income source documentation will be collected where possible. If the client cannot document income, a self certification of income form is available.

Application Review

Applications will be reviewed and entered into the Neighborly portal by NHP in the order received. All documentation will be uploaded into the Neighborly portal and submitted to the City for final approval once complete. NHP will work with clients to complete all applications in a timely manner. Missing information or indication that a HH is above income will result in the denial of assistance.

Application Approval

NHP will determine eligibility based on established policies of qualifying income and documentation of need. Applications submitted in Neighborly to the city will be reviewed and approved based upon

the recommendation of NHP. Any client found to not be eligible will be provided with a letter of denial stating the reason for denial and a process for appealing the decision.

Unit Approval

Housing Quality Standard inspections are waived for this assistance, but assistance requires a certification of LEAD compliance for homes built before 1978 with children in residence. Additionally, the unit must be located within the city of Springfield.

Assistance cannot be provided if the household is already receiving subsidy of any type, including; Housing Choice Voucher, project based vouchers, assistance from any other federal, state, local or private source of funds, or if the landlord has collected an insurance claim covering non-payment of rent.

Assistance Calculations

NHP will calculate the amount of assistance needed within the parameters of the program. NHP will determine if a tenant contribution can be made and will assist with projecting a budget for the HH. Assistance provided with CDBG funding can be allocated for a maximum term of three months. Back rent can be paid for rent originally due on or after March 13th. All payments will be made to the provider (landlord or utility);

Contracts and Leases

Rental Assistance Contracts

NHP will execute a rental assistance agreement. This will be a three party contract between the NHP, the client and the landlord. (For utility assistance only, the contract will be between NHP and the client. The contract will clearly state the terms of assistance including which expense is being paid and the number of months covered (Not to exceed 3 months for CDBG assistance).

Leases

Rental assistance will be calculated based on the lease that is provided. If the client does not have an active lease, a signed statement from the landlord will be necessary to determine the amount of back owed rent.

Letter of Denial

A letter of denial will be provided to any client not being offered assistance. The letter will include the reason for denial and how to appeal the decision.

Termination Policy

In specific cases a client may be terminated from the program. If a client is notified of eligibility and begins to receive other assistance for rent and utility, the client will be terminated from the CDBG program. Additionally, if staff become aware of any client fraud or misrepresentation of income or family status collected or certified within the application process, the client will be terminated.

Appeals Process

Clients have the right to an appeal process. The client will be provided a letter of termination or a letter of denial. The client should contact NHP if they do not understand the action or reasons for termination/denial. The client has the right to appeal the decision, and should notify NHP of this intent in writing within 10 days of the letter. NHP will receive the appeal, deliberate on the outcome and present the client and city with a final decision. The client file will be properly documented.

Financial Administration

Tracking Commitments with Budget

NHP will develop a tracking spreadsheet that will include all approved assistance by funding stream. Given the program budgets and simultaneous processing of potentially many applications, this spreadsheet and consistent communication with the city will be most important. NHP will keep track of commitments against the budget. Executed contracts for rental and utility assistance should be honored with new applications holding off on commitment until it is known that the budget will allow for the assistance. NHP will notify those with pending applications once the program has reached capacity.

Recordkeeping

Program Files

The City will keep the Environmental Review Record within the program file. The tenant selection policy and a priority list, along with the program policies and procedures will be kept in the program file at the city as well. All examples of marketing and outreach should be shared with the city to add to the Affirmative Marketing Plan. The program files will also contain an application log and a paper copy of the Neighborly application. A waiting list that is updated weekly should be shared with the city for the program file, along with any application denials, terminations and/or requests for appeal. The official financial records, including the purchase order and budget spreadsheet will also be kept in the program file at the city.

Tenant/Unit Files

Tenant files must properly document the applicant eligibility. This documentation includes the application and certification of eligibility by NHP. Income eligibility determination should be documented in the client files as well as the rent and utility assistance calculations and client budget. The rental assistance contract/agreement and documentation of the unit approval with a visual LEAD Based Paint inspection, if required, will be documented in the file. City staff will set up IDIS activities and complete vouchers to draw down the funds. These documents will be kept at the city, but will also be provided to NHP to add to each client's file, documenting financial disbursements made for each client's assistance. Any correspondence to and from the client and/or landlord or utility provider will be documented within each client file. The file should also keep documentation of completion, including any denial or termination notice.

Monitoring

It is the responsibility of the City to provide program oversight and review whether directly administered or using a subrecipient. Using the Neighborly on-line application process will allow NHP to either enter information directly on behalf of the applicant or in conjunction with the

applicant. This also allows NHP to share documentation and information directly with the city. NHP will advise and recommend approval, assistance amounts, and duration for the applications prior to the City approving the application in Neighborly.

Even though documentation will be shared with the city in Neighborly and all invoicing will be done only with proper documentation, the city will still be responsible for monitoring the program. At the conclusion of the program a monitoring visit will be scheduled. This monitoring will include an evaluation of conformance with the subrecipient agreement; scope of services, levels of accomplishment, timeliness of performance and progress reports, and requests for payment. The city will also look at the subrecipient's record keeping; filing system, documentation, records retention and site visits if applicable. The city will also look at the financial management system; internal controls, financial management and accounting systems ensuring expenses are eligible, allocable and reasonable. Finally, the city will monitor policies for non-discrimination and actions taken to affirmatively further fair housing.

ATTACHMENT II WORK PROGRAM BUDGET

Emergency Financial Hardship Assistance

SUBRECIPIENT – Neighborhood Housing Partnership of greater Springfield

FUNDS FROM GRANT: CDBG

For eligible expenses as provided in the CDBG Program grant agreement between the City of Springfield and the Department of Housing and Urban Development, and between the subrecipient agreement between the City of Springfield and Neighborhood Housing Partnership (NHP) in compliance with the Public Service Matrix Code 05Q under the HUD regulation of 24 CFR 570.207(b)(4). This project will serve households at or below 80% of the area median income exclusively.

AMOUNT OF BUDGET: \$100,000.00

The terms of this agreement shall continue through **December 31, 2020**.

Funds not to exceed the appropriate and reasonable rent calculated at 1.25 time existing fair market rental value under Section 3(b)(2) of the United States Housing Act of 1937 at the time the application was approved. Any amounts not needed during the year will be returned to the City of Springfield.

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

- Administrative Costs for delivering the program, based on actual cost incurred as documented through employee time logs.

Preliminary Project Budget

- \$4500 per household for 3 months assistance
- \$500 per household based on actual time
- \$5000 per client

Projected number of households served: 20

Tenant Beneficiary Selection Policy Emergency Financial Hardship Assistance Program

The CITY OF SPRINGFIELD will designate a portion of its 2020 Entitlement CDBG funds for an **Emergency Financial Hardship Assistance Program**. Within the CDBG Regulations from the Department of Housing and Urban Development (HUD) , the CITY is permitted to establish local priorities for the expenditure of funds. Given the economic impacts felt during the COVID-19 pandemic, The CITY OF SPRINGFIELD has chosen to allocate additional funds to address housing hardships felt in the community and to address the rising number of homeless families. This priority will include income eligible households that are behind in their rent and/or utilities. In addition, certain federally regulated qualifications must also be met. These include:

Household Eligibility: The household must live within the City limits to receive assistance.

Household Selection Criteria

A household (HH) must be income qualified at 80% of the area median income or below and experiencing a financial hardship to qualify for the Emergency Financial Hardship Assistance Program. *Given the high degree of anticipated demand, Neighborhood Housing Partnership can reserve the right to prioritize completed applications as they come in. It is likely that the need for assistance will exceed current funding capacity. In that event, households will receive a letter of denial that states there are no longer funds available through this program. This letter of denial may then be used to document that they have used their best efforts to obtain government assistance for rent as directed in the CDC Order on September 4, 2020.*

Income Eligibility - All HHs participating in the Emergency Financial Hardship Assistance Program must be income qualified. The City and any subrecipient will use the Part 5 definition of income which includes Regular State Unemployment Insurance and CARES Act PUA & PEUC extensions of regular UI, but excludes the recent \$1200 CARES Economic Impact Payments and the \$600 weekly Federal Pandemic Unemployment Compensation (FPUC) . CDBG Assistance is limited to HH with incomes that are at or below 80% of the Area Median Income (AMI). It is possible to utilize a self-certification of income form to document income for CDBG public service programs for a limited number of clients. This should be used only as a last resort and all attempts will be made to obtain income documentation.

Program Prohibition -

Conflict of Interest - The city and any subrecipient may not serve any employee, or family member of an employee (as a tenant or a landlord) without obtaining an exception from HUD.

Request for Commission Action

City of Springfield, Ohio

Item Number: 199-20

Agenda Date: 10/20/2020

Today's Date: 10/14/2020

Subject: Authorize agreement with the Drug Enforcement Administration (DEA) for the Organized Crime Drug Enforcement Task Forces

Submitted By: Chief Lee E. Graf

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 an Agreement with the Drug Enforcement Administration (DEA), to provide services as needed for the Organized Crime Drug Enforcement Task Force, beginning October 1, 2020 through September 30, 2021. This Agreement is to provide Officers involved in the Joint Operation with the DEA reimbursement of overtime expenditures, travel, fuel, training and equipment not to exceed \$50,000. Also requesting the City Commission confirm and approve all services provided in relation to this Agreement from October 1, 2020.

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

Approval of an Emergency Ordinance is requested for the October 20, 2020 agenda to authorize an Agreement with the DEA so as not to delay any reimbursements any longer than necessary.

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

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into an Agreement with the Drug Enforcement Administration to reimburse expenditures for officers involved in joint operations in an amount not to exceed \$50,000.00, for the period of October 1, 2020 through September 30, 2021; 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 Agreement, and to comply with all relevant local, state and federal legal requirements; confirming and approving services provided under said Agreement from October 1, 2020 to the passage of this Ordinance; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the funds will be used to cover expenses of officers involved in joint operations with the Drug Enforcement Administration; and

WHEREAS, it is necessary for this Ordinance to become effective immediately in order to receive reimbursements at the earliest possible time, which this Commission finds creates an emergency to preserve the public peace, property, health and safety, necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into an Agreement with the Drug Enforcement Administration to reimburse expenditures for officers involved in joint operations in an amount not to exceed \$50,000.00, for the period of October 1, 2020 through September 30, 2021.

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

Section 3. That services provided under said Agreement from October 1, 2020 to the passage of this Ordinance are hereby confirmed and approved.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2021 Agreement
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

DUNS #: 617412457
Federal Tax Identification #: 31-6000056

Rural* Y ☐ N ☒
DC#: X-32-

Amount Requested:
Amount requested should match the amount calculated on the Initial Funding Form, Page 2.

\$ 12,426.00

Number of Officers Listed: 3

From: October 1, 2020
Beginning Date of Agreement
To: September 30, 2021
Ending Date of Agreement

State or Local Organization

Narcotics Supervisor: Chief Lee Graf
Telephone Number: (937) 324-7685
E-mail Address: lgraf@ci.springfield.oh.us

Sponsoring Federal Agency(ies):
Drug Enforcement Administration Dayton Resident Office

OCDETF Investigation / Strategic Initiative
Number: SIGL-004-09

Operation
Name: National Methamphetamine Strategic Initiative
Operation
Zip Code(s): _____

Federal Agency Investigations:
Number: GFK2-20-9357

State or Local Organization Name:
City of Springfield Police Division

Address to receive OCDETF paperwork (no PO Boxes):
Attention: ** Chief Lee Graf
130 North Fountain Ave
Springfield, Oh. 45502

Sponsoring Federal Agency
Group/Squad Supervisor: RAC Steven A. Miller
Telephone Number: (571) 362-5580
E-mail Address: SAMiller@usdoj.gov

Please provide the name, telephone number, e-mail address, and fax number for the financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:

Name: Chief Lee Graf
Telephone Number: (937) 324-7685
E-mail Address: lgraf@ci.springfield.oh.us

Agreement (FY21), Page 1

*This agreement can be classified as rural if the state & local agency's operating address or the location of the investigation produces a "Yes" response to both the CMS and FORHP Programs on the following website - <https://www.ruralhealthinfo.org/am-i-rural>

**Include the name of the person the form should be mailed to.

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2021 Agreement Initial Funding Form
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

OCDETF Case #: SIGL 004-09

Amount Requested: \$ 12,426.00

This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*



Surveillance



Takedown



Trial/Court



Wire:



Approved
Pending



Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount:

Average Officer Overtime Rate:

\$ 47.40

Estimated overtime hours for your active
investigation plan, from the agreement start date:

262.00

Prior year agreement spending,
if any:

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

These Springfield Police Division Investigators regularly assist the enforcement groups conducting methamphetamine investigations and will thereby incur a majority of their overtime via their assistance with these cases.

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2021.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____
Authorized State or Local Official Title Date

Print Name

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Print Name

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Director/Program Specialist Date

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: _____
OCDETF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
STATE OR LOCAL LAW ENFORCEMENT OFFICERS
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC
INITIATIVE PROGRAMS

State or Local Organization: City of Springfield Police Division

OCDETF Investigation / Strategic Initiative Number: SIGL-004-09

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Jason Via	Detective	12/20/80
2.	Justin Allender	Detective	1/30/89
3.	Calvin Burch	Detective	5/21/91
4.			
5.			
6.			
7.			
8.			
9.			
10.			

OCDETF Officer Form Continued

State or Local Organization: _____

OCDETF Investigation / Strategic Initiative Number: _____

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____
18. _____	_____	_____
19. _____	_____	_____
20. _____	_____	_____
21. _____	_____	_____
22. _____	_____	_____
23. _____	_____	_____
24. _____	_____	_____
25. _____	_____	_____
26. _____	_____	_____
27. _____	_____	_____
28. _____	_____	_____
29. _____	_____	_____
30. _____	_____	_____

Addendum A

Definition of "Full-Time Participation" Exemption

Officers assigned to OCDETF Investigations or Strategic Initiatives are expected to work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s).

Any Other Exceptions or Justifications

There are limited circumstances where OCDETF State and Local Overtime funding may be made available.

1. If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer worked eight hours of regular time in a given day on OCDETF investigations, overtime may be claimed for that date without a waiver.
2. When a small state or local agency has insufficient personnel to allow the "full-time" commitment of officers, an email must be sent to the Regional Agency coordinator requesting and justifying the exception before the overtime is worked. If the coordinator approves it, he will forward it to the USAO for approval. If no regular hours were worked, no more than sixteen hours of overtime may be reimbursed in a month for any officer under this provision.
3. If an unforeseen event occurs, such as an unexpected surveillance, and the investigation would suffer without those additional resources, overtime may be reimbursed without the officer/agent having worked an eight (8) hour shift dedicated to the OCDETF investigation, provided that the OCDETF overtime is performed at the request of a supervisor of a sponsoring federal agency in the district where the investigation is being conducted. If no regular hours were worked, no more than sixteen hours of overtime may be reimbursed in a month for any officer under this provision.

A written justification for any waiver request where no regular hours were worked, under exceptions # 2 and #3, must be attached to each affected claim for reimbursement.

Acknowledged: _____
Signature of Authorized State or Local Official Title Date

X
X
X
X
X
X
X
X
X
X
X

Addendum B

Identification of Additional Policy Requirements

Authorization to expend funds under this Agreement is effective only after it has been approved and funded by the OCDETF Regional Coordination Group (RCG).

Provide an accurate address for the State/Local Supervisor – this is imperative for mailing purposes.

1. If additional officers must be added subsequent to the original agreement, the form adding officers must be submitted to the coordinator prior to permitting them to work overtime.
2. Officers ranked above sergeant will not be eligible for overtime.
3. Reimbursement for travel and per diem costs for state and local officers under this agreement is not covered under this agreement and is the responsibility of the sponsoring federal agency.
4. All overtime reimbursement requests must be submitted to the RCG within thirty days of the close of the month in which the overtime was worked. Zero amounts are to be provided to Coordinators by the 15th of each month.
5. A reimbursement form must be submitted each month, even if the amount is zero. If no regular or overtime hours were worked, a cover page reporting 0 hours must be submitted. The officer log does not need to be submitted in that situation.

XXXXXXXXXXXXXXXXXXXX

Acknowledged: _____
Signature of Authorized State/ Local Official Title Date

Request for Commission Action

City of Springfield, Ohio

Item Number: 145-20

Agenda Date: 10/20/2020

Today's Date: 10/14/2020

Subject: Authorization to accept an ODOT Aviation Grant for Obstacle Removal on the approach end of Runway 06 and Runway 15 with an increase in local match funding.

Submitted By: Seth Timmerman, Airport Manager

Department: Springfield-Beckley Municipal Airport

Contact: Seth Timmerman, x6108

- | | | |
|---|---|---|
| <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:** 20-173

**Date of Prior
Ordinance/Resolution:** 7/14/2020

Summary:

Respectfully request City Commission to authorize acceptance of a grant in the amount of 79% of the project cost not to exceed \$31,600 and authorize the city share of \$12,175 through the 2020 Ohio Airport Direct Grant Program. This grant will allow us to remove 37 obstructions (Trees) that currently penetrate our navigable airspace on the approach end of Runway 06 and Runway 15. These obstructions can be hazardous to all air traffic landing at Springfield-Beckley Municipal Airport.

This is an increase to the local match not-to-exceed amount originally approved on July 14, 2020 by this Commission from the amount of \$8,400 to \$12,175.

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

Emergency action is requested in order to comply with timelines imposed by the ODOT, Aviation Division.

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

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Grant Agreement with the Ohio Department of Transportation ("ODOT"), Aviation Division in an amount of 79% of the project cost not to exceed \$31,600.00 for the removal of obstructions which are hazardous to air traffic landing at the Springfield-Beckley Municipal Airport; authorizing an expenditure of up to \$12,175.00 to be used as local matching funds; authorizing the City Manager, Law Director, Airport Manager and the Director of Finance to do all things necessary for the execution of the Grant Agreement and to comply with all relevant local, state and federal legal requirements; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, in Ordinance No. 20-173 this Commission authorized the City Manager to apply for a grant through the ODOT, Aviation Division for the removal of obstructions which are hazardous to air traffic landing at the Springfield-Beckley Municipal Airport, and this Commission hereby considers it in the best interest of the public that funding be accepted; and

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

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

Section 1. That the City Manager is hereby authorized to enter into a Grant Agreement with the ODOT, Aviation Division to accept funding in an amount of 79% of the project cost not to exceed \$31,600.00 for the removal of obstructions which are hazardous to air traffic landing at the Springfield-Beckley Municipal Airport.

Section 2. That an expenditure of up to \$12,175.00 is hereby authorized as a local match for said project.

Section 3. That the City Manager, Law Director, Airport Manager and the Director of Finance are hereby authorized to do all things necessary for the execution of the Grant Agreement 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

GRANT CONTRACT

under

The Fiscal Year 2021 Ohio Airport Grant Program

between the

CITY OF SPRINGFIELD

and

The Ohio Department of Transportation

Office of Aviation

ODOT Project Number

21-05

OHIO DEPARTMENT OF TRANSPORTATION

Office of Aviation

Ohio Airport Maintenance Grant Contract

ODOT Project. No. 21-05

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 I: DEFINITIONS

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

Administrator: the Administrator of ODOT's Office of Aviation

Airport: an airport which is eligible to receive federal funds under the AIP, but which does not receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds.

AIP: the Federal Aviation Administration program that provides federal funds to public agencies for planning and development of airports.

Code: the Ohio Revised Code.

Contract: this Contract, which is identified as ODOT Project No. 21-05

Criteria: the Ohio Airport Grant Program Criteria for the current Fiscal Year

Drug-Free Workplace Program: Requirements for drug-free workplace.

FAA: the Federal Aviation Administration.

FAA Air Carrier Enplanement Funds: AIP funds granted to an airport owner in an amount based on the number of enplanements on certificated route air carriers.

FAA Cargo Funds: Federal funds received from the FAA by an Airport that has had 100 million pounds landed weight of all cargo aircraft annually.

FAA Final Audit: the project audit required by the FAA.

Federal Share: the federal share of the Total Project Cost as specified in Section 2.2 of the Contract.

Grant Funds: program funds.

Grantee: The CITY OF SPRINGFIELD

Land Ownership Reimbursement Allowance: an amount of funds based upon the appraised value of Airport-owned property and which has been credited by the FAA to the Grantee toward the Local Share.

Local Share: the local share of the Total Project Cost as specified in Section 2.2 of the Contract.

ODOT: the Ohio Department of Transportation.

Program: a grant program funded by the Ohio Airport Grant Program. Ohio Direct Grant Application for General Aviation Airports

Project: the project funded by the Contract which is identified as ODOT Project No. 21-05

Standard Assurances: the assurances referred to in the Ohio Airport Grant Program Application Procedure. The application Procedure and its appendices are available at <http://www.dot.state.oh.us/Divisions/Operations/Aviation/Pages/OhioAirportGrantProgram.aspx>.

State: the State of Ohio.

State Share: the state share of the Total Project Cost as specified in Section 2.3 of the Contract.

Total Project Cost: the total project cost as specified in Section 2.2 of the Contract.

ARTICLE II

SECTION 1: PURPOSE

- 1.1 The purpose of this Contract is to provide financial assistance from ODOT to the Grantee in accordance with the Criteria.
- 1.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for the project after Land Ownership Reimbursement Allowances, if any, are expended. The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the project described below.

SECTION 2: SCOPE OF PROJECT AND FUNDING

Scope of Project: Runway 06 and 33 Obstruction Removal at Springfield-Beckley Municipal

- 2.1 The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of this project.

- 2.2 The Project costs are as follows:

Total Project Cost: \$43,775.00

Total Local Share: \$12,175.00

Total State Share: \$31,600.00

- 2.3 The total cost for the project is \$43,775.00. ODOT agrees to provide Grant Funds to the Grantee up to a maximum of \$31,600.00 in State funds. This maximum amount reflects the funding limit for the project set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the project and associated engineering design and construction phase services.

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

- 2.5 This Contract 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 contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.

2.6 Non-Appropriation and OBM Certification: Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT.

2.7 ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and availability of funds.

2.8 Upon completion of the project and after ODOT's completion of the project inspection, Grantee shall submit to ODOT a Request for Payment Voucher Form. ODOT will then initiate requisition for payment of the State Share specified in Section 2.3 of this Contract provided that expenditures made by the Grantee are:

- 2.8.1 Made in conformance with the Application, the Criteria and this Contract;
- 2.8.2 Necessary in order to accomplish the project;
- 2.8.3 Reasonable in amount for the goods and services purchased;
- 2.8.4 Actual net costs to the Grantee after any refunds, rebates, or other items of value received by the Grantee have been subtracted; and
- 2.8.5 Incurred for work performed after the execution of this Contract by ODOT, unless specific written authorization to the contrary has been received by the Grantee from ODOT.

2.9 The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in paragraph 2.3 of this Contract as the Total Project Cost is the Total Project Cost. The Grantee shall fully comply with all federal, state and local laws, rules, executive orders, and other legal requirements as they apply to airports and to the performance of this Contract.

2.10 The Grantee shall submit all documents relating to this Contract, including all bids and financial reports, to the Office of Aviation on a continuing basis. The Grantee shall submit to ODOT:

- A. Written verification of intent to perform the project as specified in the Application and as specified in the Notice of Project Approval that was sent to the Grantee;
- B. A set of plans, as required by ODOT in Appendix E and F of the Criteria;
- C. The Project Time Schedule as required in Appendix G-I of the Criteria;

- D. All bid documentation prepared by the Grantee, prior to its release to prospective bidders, including requirements for compliance with Drug-Free Workplace procedures;
- E. Notification of all meetings relating to the project, as soon as the meeting dates and time have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- F. Notification of potential starting dates for project work, as soon as such dates have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- G. Notification of project completion;
- H. Copies of all bid documentation received by the Grantee from all bidders, including contractor and sub-contractor compliance with Drug-Free Workplace procedures.
- I. The ODOT Request for Payment Voucher Form, not later than thirty days after completion of the project; and
- J. A completed copy of FAA Form 7460 and/or 7480, if required by project type of work.

2.11 The ODOT Request for Payment Form shall be submitted to the Office of Aviation by the Grantee with documentation specifying the project cost, the State Share and the Local Share. Payment will be made on the basis of invoices received by the grantee for work done. Grantee shall submit all other information to the Office of Aviation as requested by ODOT or its agents.

2.12 The Grantee shall return any overpayment of Grant Funds to ODOT not later than forty-five (45) days after notification by ODOT which reveals such overpayment.

2.13 If, for any reason, the Grantee is requested to refund all or a portion of the Grant Funds, any such refund shall be immediately initiated by the Grantee upon receipt by the Grantee of said request from ODOT.

2.14 The Grantee agrees that ODOT shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records pertaining to the project, and to audit the books, records, and accounts maintained with regard to the project.

2.15 The Grantee shall permit ODOT or any of its agents to inspect all project facilities and equipment.

2.16 If any of the project facilities or equipment are not used for the purpose of aviation, whether resulting from planned withdrawal, casualty loss, termination of the Grantee's airport operations or any other event, or if the public is not afforded use of the Grantee's airport for which Grant Funds have been provided as fully and equally as all other parties in accordance with Section 4561.11 of the Code, for a period of 20 years, the Grantee shall immediately notify the Administrator and shall promptly remit to ODOT the full amount of the Grant.

2.17 The Grantee shall purchase and/or maintain such insurance or self-insurance on all project facilities and equipment throughout the life of the Project in an amount and form as will be adequate, in ODOT's judgment, to protect the State interest therein and include coverage for theft, loss and liability.

ARTICLE III:
MAINTENANCE OF PROJECT FACILITIES AND EQUIPMENT AND PROJECT
PERFORMANCE

3.1 The Grantee shall maintain the project facilities and equipment in good condition and working order, and in accordance with any guidelines, directives or regulations which ODOT or the FAA may issue. The Grantee hereby agrees that ODOT shall have the right to require the Grantee to restore the project facilities and equipment, or pay for any damage to the project facilities and equipment caused by the abuse or misuse of such property.

3.2 The Grantee shall adhere to the following specifications throughout the performance of the project:

3.2.1 The Grantee shall have present on the project at all times a quality assurance inspector who shall be a registered professional engineer or his/her representative (The Airport Manager, unless qualified, cannot be expected to provide the necessary inspection.);

3.2.2 The Grantee is responsible for the cost and performance of all project engineering including, but not limited to, preparation of project plans and specifications;

3.2.3 The scope of work for the project shall include allowance for a 1% gradient on both sides of the runway centerline, and longitudinal paving joints shall be offset a minimum of 18 inches on either side of existing joints;

3.2.4 The scope of work for a runway resurfacing project shall include a stipulation that all paving be accomplished using a 40-foot ski on the paver to assure surface uniformity;

3.2.5 Load limits as described in ODOT Construction and Material Specifications Section 105.13 and not to exceed 57,000 pounds maximum gross weight shall be imposed by the Grantee on all contractor haul vehicles, and the contractor shall be responsible for and shall repair all damage caused by its vehicles on haul roads, ramps, aprons, taxiways, and runways;

3.2.6 The Grantee shall perform the project in accordance with the most recent ODOT Construction and Material Specifications and any supplemental specifications issued by ODOT. Items such as runway and taxiway markings, which are not covered under these specifications shall be governed by an applicable FAA advisor circular.

3.2.7 When the scope of work includes a runway extension, taxiway extension, or ramp or apron extension all requirements for FAA Part 77, Objects Affecting Navigable Airspace, and AC 150/5300-13, Airports Design, and any other FAA design circulars must be adhered to;

3.2.8 When the scope of work includes marking of a runway, the new marking and any existing lighting shall reflect the required minimum approach slope ratio, refer to AC 150/5300-13, for marking layout refer to AC 150/5340-1G;

3.2.9 When the scope of work includes on-airport lighting, current FAA approved airport equipment or equivalent shall be adhered to. Installation shall be performed, in general, according to FAA guidelines. Lighting, and any existing marking, shall reflect the required minimum approved slope ratio, refer to AC 150/5300-13;

3.2.10 When the scope of work includes airport visual lighting aids, communications equipment, navigational aids, weather reporting equipment, and obstruction lights and/or marking, all current FAA advisor circulars shall be adhered to;

3.2.11 For any project type, a project safety plan shall be submitted per AC 150/5370-2C, Safety on Airports During Construction;

3.2.12 When the scope of work includes the installation of an Automated Weather Observing System (AWOS), refer to AC 150-5220-16B, Automated Weather Observing System (AWOS) for non-federal application;

3.2.13 No plans will be approved before a copy of the FAA form 7460 and/or 7480 and NF-4 submitted to FAA has been received by ODOT; and

3.2.14 All asphalt paving projects shall be completed by October 15 of any year.

ARTICLE IV: GENERAL PROVISIONS

- 4.1 The Grantee and all project contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements bearing on the performance of the contract, including but not limited to, the laws referenced in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification.
- 4.2 In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or the FAA. The Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, the State or FAA, and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State or the FAA, including, but not limited to, rights and privileges concerning workers' compensation benefits, social security coverage or retirement membership or credit.
- 4.3 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.
- 4.4 Neglect or failure by Grantee to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts

of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the Grantee's control. The Grantee, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.

- 4.5 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the Grantee shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the Grantee shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty days and failure by the Grantee to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the Grantee, or immediate termination of this Agreement by ODOT.
- 4.6 The Grantee, upon receipt of notice of termination, shall cease work on the terminated activities under this Agreement, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting there from, and such other matters as the State may require.
- 4.7 In the event of termination under this Section, Grantee shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Grantee shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT for which services have not been rendered by the Grantee shall be returned to ODOT.
- 4.8 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 4.9 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the project and shall notify the Office of Aviation of any current or prospective litigation pertaining to any such third party contract. ODOT may require the Grantee to pay a proportionate share, based on the ratio of the Grant Fund paid to the Grantee pursuant to this Contract to the Total Project Cost, of the proceeds of any third party recovery related to the project.

- 4.10 The Grantee 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 project in accordance with the provisions of this Contract. ODOT hereby reserves the right to terminate the project and cancel this Contract if ODOT determines that the continuation of the project would not justify the expenditure of Grant Funds or there is pending litigation, which in the opinion of ODOT, may jeopardize the Grant Funds or the project.
- 4.11 If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- 4.12 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the Grantee hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Contract thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 4.13 If any provision of this Contract 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 Contract. All provisions of this Contract shall be deemed severable.
- 4.14 The Grantee shall not assign or subtract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.
- 4.15 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.
- 4.16 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION
- 4.16.1 In carrying out this Contract, Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

4.16.2 Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

4.16.3 Grantee agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Grantee shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

4.16.4 Compliance with Regulations: The Grantee (hereinafter includes consultants and contractors) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Government, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

4.16.5 Nondiscrimination: The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

4.16.6 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 Grantee of the Grantee's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency.

4.16.7 Information and Reports: The Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and

instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

4.16.8 Sanctions for Noncompliance: In the event of a Grantee's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a.withholding payments to the Grantee under the contract until the Grantee complies; and/or,
- b.cancelling, terminating, or suspending a contract, in whole or in part.

4.16.9 Incorporation of Provisions: The Grantee will include the provisions of paragraphs one through nine in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Grantee will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a contractor, subcontractor, or supplier because of such direction, the Grantee may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

4.16.10 During the performance of this contract, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Grantee," 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)
 - In hiring of employees for the performance of the work under this contract or any subcontract, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Contract relates.
 - Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
 - Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 2000 ff.)

4.17 DRUG-FREE WORKPLACE

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

4.18 ETHICS REQUIREMENTS

Contractor agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

4.19 OHIO ELECTION LAW

Contractor 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.

4.20 FINDINGS FOR RECOVERY

Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

4.21 OFFER AND EFFECTIVE DATE

When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within fifteen (15) working days of such transmittal, unless an extension is granted by the Office of Aviation at the request of the Grantee. This Contract shall become effective on the date signed by the Director of ODOT, and the obligations of the parties hereunder shall then begin.

4.22 REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in Article II, Section 2.2 is the Total Project Cost.

4.23. EXECUTION

4.23.1 The Grantee hereby represents that it is one of the following, with full power and authority to enter into this Contract: A regional airport authority established under Chapter 308 of the Code; a port authority established under Chapter 4582 of the Code; the State; a municipality; a county; or a township on an island.

4.23.2 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

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

(The remainder of this page is left blank intentionally)

FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

The Director of the Ohio Department of Transportation has duly executed this Contract this

_____ day of _____, 20_____.

By: _____
Director of the Ohio Department of Transportation

FOR THE GRANTEE:

Executed this _____ day of _____, 20_____.

By: _____

Title: _____

Executed this _____ day of _____, 20_____.

By: _____

Title: _____

CERTIFICATE OF GRANTEE'S ATTORNEY:

I, _____, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated _____, (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this _____ day of _____, 20_____.

By: _____

Title: _____