

CITY COMMISSION AGENDA

November 2, 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 Monday, November 2, 2020.

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 24, 2020:

202-20 Confirming and approving a Development Incentive Agreement (Non-residential Development) with Holdings Springfield Upper Valley, LLC, and ICP Springfield Upper Valley, LLC, to provide for water and sewer services to real property outside the City limits.

127-15 Authorizing the City Manager to enter into Amendment No. 6 to the Agreement for Professional Engineering Consulting Services between the City and Strand Associates, Inc. in connection with the Combined Sewer Overflow Long Term Control Plan to extend the contract completion date to December 31, 2022 and to modify the hourly billing rates.

203-20 Authorizing the City Manager to submit an Application For Financial Assistance and accept a grant from the State of Ohio, Ohio Public Works Commission, to obtain funding in the amount of \$955,609.00 for the 2021 OPWC Paving Project; and authorizing the City Manager, Law Director, Finance Director and City Engineer to do all things they consider necessary for the submission of the Application For Financial Assistance and the acceptance of the grant.

204-20 Authorizing the City Manager to submit an Application For Financial Assistance and accept a grant from the State of Ohio, Ohio Public Works Commission, to obtain funding in the amount of \$149,320.00 for the CLA - US40D/40 0.00/13.76, PID No. 103332, and further identified as the Westbound 40 from Greenmount Avenue to Limestone Street Project; and authorizing the City Manager, Law Director, Finance Director and City Engineer to do all things they consider necessary for the submission of the Application For Financial Assistance and the acceptance of the grant.

205-20 Authorizing the City Manager to enter into a ten-year contract for Communication and Dispatch Services with the Board of Clark County Commissioners ("County") for an amount not to exceed \$1,149,320.00 for the initial contract year.

SECOND READINGS – ORDINANCES

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

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.

EMERGENCY ORDINANCES

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

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

014-20 Providing for Supplemental Appropriations within various funds.

173-20 Authorizing an increase in the cost associated with the purchase of four Light Transit Narrow Body Vehicles for an amount not to exceed \$4,756.00, for a total amount not to exceed \$342,844.00, from TESCO, through the Ohio Department of Transportation Cooperative Purchasing Program in accordance with the provisions of Section 5513.01(B) of the Ohio Revised Code.

155-19 Authorizing the increase of a purchase order in an amount not to exceed \$7,357.60, for a total cost not to exceed \$75,528.85, for the purchase of 85 additional G-Suite Business Licenses and support from Onix Networking Corp.

004-18 Authorizing the City Manager to enter into Amendment No. 2 to the contract for the purchase of water meter equipment with Everett J. Prescott, Inc. to increase the contract amount by \$200,000.00, for a total amount not to exceed \$930,784.65.

207-20 Authorizing the City Manager to enter into a Grant Contract with the State of Ohio, Department of Transportation to accept funds in the amount of \$25,579.00 from the Ohio Elderly and Disabled Transit Fare Assistance Program; authorizing the City Manager and Director of Finance to perform all acts and execute all documents considered necessary to fulfill the City's obligations under said contract, to comply with all relevant local, state and federal legal requirements, and to provide assurances and additional information as required by the Ohio Department of Transportation.

109-20 Confirming and approving Change Order No. 1 to the contract between the City and The Shelly Company for the 2020 PI Paving Project, to increase the contract in an amount not to exceed \$14,444.96, for a total amount not to exceed \$1,946,902.89; and authorizing the City Manager to execute said Change Order No. 1.

EMERGENCY RESOLUTIONS

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

007-19 Finding the necessity and declaring the intent to appropriate interests in real property in connection with providing easements necessary for the public purpose of the installation of sidewalk where there currently is none on Home Road from 1629 Home Road to Belmont Avenue, and on North Limestone Street from Julia Turner Way to Red Coach Drive.

129-19 Finding the necessity and declaring the intent to appropriate interests in real property in connection with providing easements necessary for the public purpose of constructing, reconstructing, operating and maintaining water infrastructure.

MOTION

The City Manager recommends that the City Commission, by motion, authorize the publishing of the following:

208-20 Approving the 2021 calendar of Commission meetings to be held on Tuesdays in the City Forum; with the Commission retreat, scheduled for Tuesday and Wednesday, March 9 and 10, location to be determined; and budget meetings scheduled for Monday and Tuesday, November 15 and 16, in the Forum Conference Room.

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

Request for Commission Action

City of Springfield, Ohio

Item Number: 202-20

Agenda Date: 11/2/2020

Today's Date: 10/22/2020

Subject: Confirm and approve a Development Incentive Agreement (DIA) with HOLDINGS SPRINGFIELD UPPER VALLEY, LLC and ICP SPRINGFIELD UPPER VALLEY, LLC.

Submitted By: Chris Moore

Department: Service

Contact: Brian Hines 525-5800

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully request City Commission authorization to approve the execution of a Development Incentive Agreement (DIA) with HOLDINGS SPRINGFIELD UPPER VALLEY, LLC and ICP SPRINGFIELD UPPER VALLEY, LLC for water and sewer service to their industrial property located at 3100 Upper Valley Pike.

The new owners purchased the property on Oct. 7, 2020 from TECH II, INC, who previously executed an ASSIGNMENT AND ASSUMPTION AGREEMENT with RITTAL CORP. in November 2011, who previously executed a COOPERATIVE AGREEMENT (Ord. N. 88-166) in April of 1988, and a COOPERATIVE AGREEMENT AMENDMENT NO. 1 in February of 1993, with the CITY for water and sewer.

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

Department/Division	Fund Description	Account Number	Actual Cost
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Total Cost: 0.00

AN ORDINANCE NO. _____

Confirming and approving a Development Incentive Agreement (Non-residential Development) with Holdings Springfield Upper Valley, LLC, and ICP Springfield Upper Valley, LLC, to provide for water and sewer services to real property outside the City limits.

...oooOOOooo...

WHEREAS, Holdings Springfield Upper Valley, LLC, and ICP Springfield Upper Valley, LLC, own certain real property which is currently located outside the City limits; and

WHEREAS, Holdings Springfield Upper Valley, LLC, and ICP Springfield Upper Valley, LLC, desire the privilege of obtaining water and sewer services from the City; NOW, THEREFORE:

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

Section 1. That a Development Incentive Agreement (Non-residential Development), a copy of which is attached hereto, with Holdings Springfield Upper Valley, LLC, and ICP Springfield Upper Valley, LLC, to provide for water and sewer services to real property outside the City limits, is hereby confirmed and approved.

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

Section 3. That 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



202000015000 10/13/2020 01:30 PM
Filed for Record in CLARK County, Ohio
Nancy Pence, Recorder Rec Fees: \$126.00
MISC OR Vol 2179 Pgs 2552 - 2562

DEVELOPMENT INCENTIVE AGREEMENT

(Non-residential development)

This Agreement entered into this 29th day of September 2020, by and between **THE CITY OF SPRINGFIELD, OHIO** ("City") whose mailing address is 76 East High Street, Springfield, Ohio 45502 and **HOLDINGS SPRINGFIELD UPPER VALLEY, LLC**, a Delaware limited liability company, and **ICP SPRINGFIELD UPPER VALLEY, LLC**, an Ohio limited liability company (collectively "Owner"), whose mailing address is 11111 Santa Monica Boulevard, Suite 800, Los Angeles, CA 90025.

WITNESSETH:

WHEREAS, Owner owns certain real property described in **Exhibit A** attached hereto and incorporated herein by reference ("Premises"); and

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

WHEREAS, Owner desires the privilege of obtaining water and sewer services from City; and

WHEREAS, City wishes to encourage the employment of Springfield residents.

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

Section 1. The City shall continue to furnish water services to the Premises in such quantity and quality as reasonably necessary for the Premises as developed. Owner shall keep and continue to make available those facilities already connected to the City's water system to the Premises. The cost of maintaining the said facilities shall be the responsibility of Owner. The City shall continue to provide regular and continuous water service within

FIRST AMERICAN TITLE
16810 CALAHAN STREET
NORTHBRIDGE, CA 91343

NC 10/28/20



a reasonable time. Owner agrees to continue to pay the usual and customary water charges, as currently and hereafter established by the City provided, however, that for as long as the Premises remain outside the City's corporation limits, Owner shall continue to pay water charges at the prevailing rates for users located outside the City's corporation limits. Owner shall comply with all constitutional and charter provisions, statutes, ordinances, rules and regulations currently and hereafter applicable to the City's water distribution and sewage collection systems.

Section 2. The City shall allow Owner to discharge wastewater into the tapped pipe subject to the sewer use laws and rules as currently and hereafter established by the City. Owner agrees to pay the usual and customary sewer charges, as currently and hereafter established by the City provided, however, that for as long as the Premises remain outside the City's corporation limits, Owner shall pay sewer charges at the prevailing rates for users located outside the City's corporation limits. So long as this Agreement remains in effect with respect to Owner, Owner shall comply with all constitutional and charter provisions, statutes, ordinances, rules and regulations currently and hereafter applicable to the City's water distribution and sewage collection systems.

Section 3. Owner shall continue to connect to the City's water and sewer systems to the Premises. The City will use its reasonable best efforts to maintain water and sewer service to the Premises as long as this Agreement is in effect.

Section 4. Owner agrees to fully cooperate in any proceedings to annex the Premises to the City's corporate limits. Said cooperation shall be defined as (i) appointing an individual designated by the City to be the Owner's agent to furnish applications, petitions, affidavits and other documents necessary to the annexation process, (ii) signing annexation petitions and providing supporting affidavits, (iii) furnishing representatives to testify in favor of annexation at hearings, (iv) providing information concerning the benefits of annexation, (v) remaining as a party in annexation proceedings through the appellate process, (vi) not encouraging opposition to annexation, (vii) preparing an annexation petition and map and (viii) such other assistance in furtherance of annexation as the City shall reasonably request. Owner shall provide such cooperation in annexation proceedings either alone or in concert with other property owners seeking annexation.

Section 5. Owner further agrees that the water and sewer services provided by City pursuant to this Agreement are for the sole benefit of Owner and its tenants. Owner shall not assign its interest and rights under this Agreement to any other entity without the consent of City in writing. Provided, however, that the City will not withhold its consent to an assignment of this Agreement if the Assignee agrees to assume all obligations of Owner expressed in this Agreement. In the event the Owner conveys any portion of its interest in the Premises to any other entity without providing for the express assumption by the successor owner of the obligations of Owner under this Agreement, and Owner fails to secure such an assumption within (30) days after notice from the City thereof, the City may,



at its option, terminate the water and sewer services provided pursuant to this Agreement.

Section 6. In consideration of the terms and conditions set forth in a Cooperation Agreement, executed April 6, 1988, involving the property described in Exhibit A, the City shall not charge the Owner any additional fees related to this Agreement outside of the service charges described in Sections 1 and 2 above.

Section 7. Should the use of the Premises change from a commercial or industrial use to another use, the parties agree that this Development Incentive Agreement shall terminate and that another Development Incentive Agreement shall be entered into containing a payment system consistent with the new use to which the Premises is put.

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

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

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

Section 11. All notices required or permitted to be given by either Owner or the City under the terms of this Agreement shall be in writing and sent by certified mail, return receipt requested, by courier service, or delivered in person to the above mentioned addresses. Mailed notices shall be effective upon delivery.

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

Section 13. This Agreement, including the exhibits attached hereto, constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No



statements, agreements or understandings, representations, warranties or conditions not expressed in this Agreement shall be binding upon the parties hereto, or shall be effective to interpret, change or restrict the provisions of this Agreement unless such is in writing signed by both parties hereto and is by reference made a part hereof.

Section 14. This Agreement is binding upon and inures to the benefit of the parties hereto, their respective legal representatives, successors, and assigns.

Section 15. Nothing in this Agreement is intended to require Owner to violate any subdivision regulation, properly imposed by statute or regulation adopted by a political subdivision having jurisdiction over the Premises.

Section 16. The parties acknowledge that this Agreement may be executed prior to Owner having become the owner of the Premises due to matters unrelated to the terms of this Agreement. Accordingly, the parties agree that this Agreement and all its terms is contingent upon Owner acquiring fee simple title to the Premises which must occur no later than November 30, 2020. Owner shall provide evidence of its fee simple ownership of the Premises promptly upon acquiring fee simple title to the Premises.

Section 17. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[remainder of page left intentionally blank – signature page follows on next page]



202000015000
BK 2179 PG 2556

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

APPROVED AS TO FORM AND
CORRECTNESS:

Jill N. Allen, Law Director

By: J Allen
~~Assistant~~ Law Director

THE CITY OF SPRINGFIELD, OHIO

By: Bryan Heck
Bryan Heck, City Manager

HOLDINGS SPRINGFIELD UPPER
VALLEY, LLC, a Delaware limited
liability company

By: Holdings Ohio Manager, LLC,
a Delaware limited liability company,
its Manager

By: John A. Mase
Name: John A. Mase
Title: Chief Executive Officer

ICP SPRINGFIELD UPPER VALLEY,
LLC, an Ohio limited liability company

By: _____
Name: Christopher S. Semarjian
Title: Sole Member and Manager

STATE OF OHIO)
COUNTY OF CLARK) SS:

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

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Springfield, Ohio this 22nd day of September, 2020.



REGINA E JEFFERS
Notary Public, State of Ohio
My Commission Expires:
November 2, 2025

Regina E. Jeffers
Notary Public

Rev. 2020



202000015000

BK 2179 PG 2557

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

APPROVED AS TO FORM AND
CORRECTNESS:

Jill N. Allen, Law Director

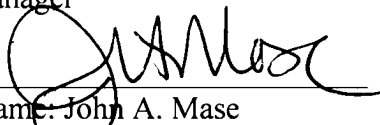
THE CITY OF SPRINGFIELD, OHIO

By: _____
Assistant Law Director

By: _____
Bryan Heck, City Manager

**HOLDINGS SPRINGFIELD UPPER
VALLEY, LLC**, a Delaware limited
liability company

By: Holdings Ohio Manager, LLC,
a Delaware limited liability company,
its Manager

By: 
Name: John A. Mase
Title: Chief Executive Officer

**ICP SPRINGFIELD UPPER VALLEY,
LLC**, an Ohio limited liability company

By: _____
Name: Christopher S. Semarjian
Title: Sole Member and Manager

STATE OF OHIO)
COUNTY OF CLARK) SS:

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

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Springfield, Ohio this ___ day of _____, 20__.

Notary Public



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

APPROVED AS TO FORM AND
CORRECTNESS:

Jill N. Allen, Law Director

By: *J Allen*
~~Assistant Law Director~~

THE CITY OF SPRINGFIELD, OHIO

By: *B Heck*
Bryan Heck, City Manager

HOLDINGS SPRINGFIELD UPPER
VALLEY, LLC, a Delaware limited
liability company

By: Holdings Ohio Manager, LLC,
a Delaware limited liability company,
its Manager

By: *J A Masc*
Name: John A. Masc
Title: Chief Executive Officer

ICP SPRINGFIELD UPPER VALLEY,
LLC, an Ohio limited liability company

By: *R Salata*
Name: Christopher S. Semarjian Salata
Title: Sole Member and Manager COO

STATE OF OHIO)
COUNTY OF CLARK) SS:

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

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Springfield, Ohio this 25 day of September, 2020.



REGINA E JEFFERS
Notary Public, State of Ohio
My Commission Expires:
November 2, 2025

Regina E Jeffers
Notary Public

Rev. 2020



202000015000
BK 2179 PG 2559

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

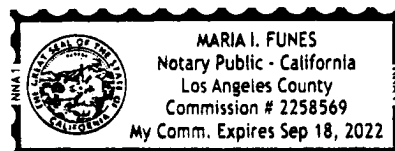
State of California
County of Los Angeles)

On September 15, 2020 before me, Maria I. Funes, Notary Public,
(insert name and title of the officer)

personally appeared John A. Mase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)



202000015000
BK 2179 PG 2560

STATE OF _____)
COUNTY OF _____) SS:

Before me, a Notary Public, in and for said County, personally appeared John A. Mase, Chief Executive Officer of Holdings Ohio Manager, LLC, Manager of Holdings Springfield Upper Valley, LLC, who acknowledged that he did execute the foregoing instrument as the fully-authorized officer of Holdings Springfield Upper Valley, LLC and that the same is his free act and deed respectively, as such officer and individually.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Springfield, Ohio this ____ day of _____, 20__.

Notary Public

STATE OF Ohio)
COUNTY OF Cuy.) SS: COO

Salata Before me, a Notary Public, in and for said County, personally appeared Christopher ~~S. Semarjian~~, Sole Member and Manager of ICP Springfield Upper Valley, LLC, who acknowledged that he did execute the foregoing instrument as the fully-authorized officer of ICP Springfield Upper Valley, LLC and that the same is his free act and deed respectively, as such officer and individually.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at ~~Springfield~~, Ohio this 25 day of Sept., 2020
Solon

Notary Public



CARMELLA K DELAURO
Notary Public, State of Ohio
My Commission Expires
March 13, 2025

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



202000015000
BK 2179 PG 2561

Tract 1

Situated in the State of Ohio, County of Clark, Township of German and part of Section 8, Town 4, Range 10, M.R.S. and being further described as follows:

Beginning at an iron spike found on the centerline of Baker Road at the extreme Southwest corner of the herein described tract, said iron spike bears South 86°00'00" East, 489.36 feet from the centerline intersection of Baker Road and Upper Valley Pike;

Thence North 15°13'32" East, 509.74 feet to an iron pipe found, passing an iron bar set at 40.79 feet;

Thence North 74°46'28" West, 264.47 feet to an iron bar set;

Thence North 55°50'27" East, 352.08 feet to an iron bar set;

Thence South 80°04'17" East, 113.10 feet to an iron bar set;

Thence South 09°55'43" West, 47.00 feet to an iron bar set;

Thence South 80°04'17" East, 100.00 feet to an iron bar set;

Thence North 09°55'43" East, 47 feet to an iron bar set;

Thence South 80°04'17" East, 237.16 to an iron bar set;

Thence North 09°55'43" East, 20.00 feet to an iron bar set;

Thence South 80°04'17" East, 99.23 feet to an iron bar set on the West line of the D. T. & I. Railroad;

Thence with the West line of the D. T. & I. Railroad, South 09°50'46" West, 735.96 feet to an iron spike found on the centerline of Baker Road, passing an iron bar set at 695.75 feet; Thence with the centerline of Baker Road, North 86°00'00" West, 590.32 feet to the point of beginning, containing 10.2688 acres.

Tract 2

Situated in the State of Ohio, in the County of Clark, Township of German and part of Section 8, Town 4, Range 10, M.R.S. and being further described as follows:



Beginning at a p.k. nail set on the centerline of Upper Valley Pike at the Southwest corner of the herein described tract, said p.k. nail bears North 15°13'32" East, 605.00 feet from an iron bar found at the centerline intersection of Upper Valley Pike and Baker Road;

Thence with the centerline of Upper Valley Pike, North 15°13'32" East, 517.19 feet to a p.k. nail set;

Thence South 79°52'17" East, 419.76 feet to an iron bar set at the Northeast corner of the herein described tract, passing an iron bar set at 40.16 feet;

Thence South 09°55'43" West, 288.45 feet to an iron bar set;

Thence South 55°50'27" West, 352.08 feet to an iron bar set on the North line of a 6.1422 acre tract:

Thence North 74°46'28" West, 215.53 feet to the point of beginning, passing an iron bar set at 175.53 feet and containing 4.6913 acres.

Tract 3

Situated in the State of Ohio, County of Clark, Township of German and being part of the South half of Section 8, Township 4, Range 10, M.R.S. and being further described as follows:

Beginning at an iron bar at the intersection of the centerline of the Upper Valley Pike and the centerline of the Baker Road;

Thence with the centerline of the Upper Valley Pike North 12°39'44" East, 605.00 feet to a railroad spike;

Thence leaving said road, South 77°20'16" East, 480.00 feet to an iron piper, passing an iron pipe at 30.00 feet;

Thence South 12°39'44" West, 509.74 feet to an iron spike on the centerline of the Baker Road, passing an iron pipe at 479.18 feet;

Thence with the centerline of the Baker Road, North 88°33'48" West, 489.36 feet to the place of beginning, containing 6.141 acres.

Request for Commission Action

City of Springfield, Ohio

Item Number: 127-15

Agenda Date: November 2, 2020

Today's Date: October 27, 2020

Subject: Approve Amendment No. 6 to the Agreement for Engineering Consulting Services with Strand Associates, Inc.

Submitted By: Chris Moore, Service Director

Department: Service

Contact: Leslie McDermott, 937-525-5848

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

**Prior
Ordinance/Resolution:** 2015-0147
2017-0022
2018-0081
2019-0032
2019-0295
2020-0097

**Date of Prior
Ordinance/Resolution:** 5/26/2015
1/31/2017
3/13/2018
1/29/2019
12/10/2019
3/24/2020

Summary:

It is respectfully requested that City Commission authorize the execution of Amendment No. 6 to the Agreement for Professional Engineering Consulting Services with Strand Associates, Inc. in connection with the Combined Sewer Overflow Long Term Control Plan. The amendment includes extending the completion date by two years to December 31, 2022 and modifying the hourly billing rates. There is no increase in the contract amount.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
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Total Cost: \$0

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into Amendment No. 6 to the Agreement for Professional Engineering Consulting Services between the City and Strand Associates, Inc. in connection with the Combined Sewer Overflow Long Term Control Plan to extend the contract completion date to December 31, 2022 and to modify the hourly billing rates.

...oooOOOooo...

WHEREAS, the City and Strand Associates, Inc. have entered into an Agreement for Professional Engineering Consulting Services pursuant to Ordinance No. 15-147, and amended pursuant to Ordinance Nos. 17-22, 18-81, 19-32, 19-295 and 20-97, in connection with the Combined Sewer Overflow Long Term Control Plan; and

WHEREAS, the City and Strand now wish to amend said agreement to extend the project completion date and to modify the hourly billing rates; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to enter into Amendment No. 6 to the Agreement for Professional Engineering Consulting Services between the City and Strand Associates, Inc. in connection with the Combined Sewer Overflow Long Term Control Plan to extend the contract completion date to December 31, 2022 and to modify the hourly billing rates, a copy of which is attached hereto and is hereby approved.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

**AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
BETWEEN STRAND ASSOCIATES, INC. AND THE CITY OF SPRINGFIELD, OH**

AMENDMENT NO. 6

THIS AMENDMENT entered into on this ____ day of _____, 2020 by and between THE CITY OF SPRINGFIELD, OHIO (hereinafter "CITY") and STRAND ASSOCIATES, INC. (hereinafter "STRAND"): WITNESSETH:

The CITY and STRAND entered into an agreement for professional engineering consulting services, on June 9, 2015 and amended on February 14, 2017, March 14, 2018, January 30, 2019, December 12, 2019 and March 25, 2020. The CITY and STRAND now wish to amend the terms of that agreement in the following respects:

1. The date for substantial completion of the Basic Services as stated in §III C is extended through December 31, 2022.
2. The CITY and STRAND hereby agree to amend the hourly rates described in "Exhibit B" of the Agreement with the hourly rates described in Exhibit 1, attached to this Amendment and included herein.
3. In all other respects, the terms of the Agreement remain in full force and effect.

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

BY: _____
Jason T. Irick, Assistant Law Director

THE CITY OF SPRINGFIELD, OHIO

BY: _____
Bryan Heck, City Manager

STRAND ASSOCIATES, INC.

BY:  _____
Joseph M. Bunker, Corporate
Secretary

Exhibit 1. Billing Rates

Updated key staff billing rates for the Springfield LTCP Re-Assessment are provided below.

Strand		Brown and Caldwell		LimnoTech	
Name	Billing Rate	Name	Billing Rate	Name	Billing Rate
John Lyons	\$263.75	Geoff Grant	\$353.00	Scott Bell	\$208.78
Mark Sneve	\$252.04	Nakita Lancaster	\$153.00	Dave Dilks	\$220.56
Chris Rust	\$158.75	Dan Gilbert	\$170.00	Pat Bradley	\$201.37
Stephanie Glossner	\$153.29	Andy Lukas	\$349.00	Hans Holmberg	\$189.80
Brandi Rodriguez	\$132.57	Steve Donovan	\$214.00	Carrie Turner	\$174.27
Mike Orbash	\$104.48	Shawn Loew	\$186.00	Brendan Cousino	\$124.32
Clerical	\$95.15	Dan Davis	\$311.00		
		Joan Ellis	\$120.00		
		Kathleen Alleman	\$89.00		

Human Nature		Thelen	
Name	Billing Rate	Name	Billing Rate
Gary Wolnitzek	\$201.00	Joe Hauber	\$157.00
Nicole DiNovo	\$129.00	Richard Bach	\$115.00
Sara DiLandro	\$108.00	Ted Vogelpohl	\$206.00
Robert Slavens	\$88.00	John Nealon	\$172.00
Tracy Flanagan	\$85.00	Therese Kindoll	\$71.00
		Bobby Clapp	\$77.00

Request for Commission Action

City of Springfield, Ohio

Item Number: 203-20

Agenda Date: 11/2/20

Today's Date: 10/27/20

Subject: Authorization to Apply for and Accept an Ohio Public Works Commission grant for 2021
OPWC Paving

Submitted By: Leo Shanayda, City Engineer

Department: Service

Contact: Chris Moore, Service Director

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

An application for financial assistance has been prepared by this office, which is requesting a grant in the amount of \$955,609 from the Ohio Public Works Commission (OPWC) for the 2021 OPWC Paving project.

This project consists of shaving and paving all streets, upgrading handicap ramps and adjust manholes and water valves in the project. The streets included are:

- Progress Drive – Selma Road to Leffel Lane
- Hillcrest Avenue – SR 41 to Bechtle Avenue
- Columbus Avenue – Belmont Avenue to Greenmount Avenue
- Scanlan Lane
- Meyer Court
- Ryan Road
- Ryan Court
- Quinlan Court
- Kingsgate Road – Derr Road to 1327 Kingsgate Road

The total estimated cost of this project is \$1,455,609. Sixty-six percent of the project (\$955,609) is being requested through an application to OPWC with the remaining thirty-four percent (\$500,000) will be provided by the City.

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

Department/Division	Fund Description	Account Number	Actual Cost
Service / Engineering	OPWC		\$ 955,609.00
Service / Engineering	PI	140012-6070	\$ 500,000.00

Total Cost: \$ 1,455,609.00

AN ORDINANCE NO. _____

Authorizing the City Manager to submit an Application For Financial Assistance and accept a grant from the State of Ohio, Ohio Public Works Commission, to obtain funding in the amount of \$955,609.00 for the 2021 OPWC Paving Project; and authorizing the City Manager, Law Director, Finance Director and City Engineer to do all things they consider necessary for the submission of the Application For Financial Assistance and the acceptance of the grant.

...oooOOOooo...

WHEREAS, this Commission considers it in the best interest of the public that a grant in the amount of \$955,609.00 from the Ohio Public Works Commission be applied for and accepted to help fund the 2021 OPWC Paving Project; and

WHEREAS, the project consists of shaving and paving on various roads which include Progress Drive (Selma Road to Leffel Lane), Hillcrest Avenue (State Route 41 to Bechtel Avenue), Columbus Avenue (Belmont Avenue to Greenmount Avenue), Kingsgate Road (Derr Road to 1327 Kingsgate Road), Scanlan Lane, Meyer Court, Ryan Road, Ryan Court and Quinlan Court, with base repairs where needed and replacement of non-compliant handicap ramps, and will be funded, in part, by PI funding in the amount of \$500,000.00, with the total project cost estimated at \$1,455,609.00; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to submit an Application For Financial Assistance and accept a grant with the State of Ohio, Ohio Public Works Commission, to obtain funding in the amount of \$955,609.00 for the 2021 OPWC Paving Project.

Section 2. That the City Manager, Law Director, Finance Director and City Engineer are hereby authorized to do all things they consider necessary for the submission of the Application For Financial Assistance and the acceptance of the grant.

Section 3. That a copy of the Application For Financial Assistance is attached hereto and is hereby approved.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION



State of Ohio
Public Works Commission
Application for Financial Assistance

IMPORTANT: Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form.

Applicant

Applicant: City of Springfield Subdivision Code: 023-74118

District Number: 11 County: Clark Date: 10/01/2020

Contact: Leo Shanayda Phone: (937) 324-7310
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)

Email: lshanayda@springfieldohio.gov FAX: (937) 328-3496

Project

Project Name: 2021 OPWC Paving Zip Code: 45502

Subdivision Type	Project Type	Funding Request Summary
<small>(Select one)</small> <input type="checkbox"/> 1. County <input checked="" type="checkbox"/> 2. City <input type="checkbox"/> 3. Township <input type="checkbox"/> 4. Village <input type="checkbox"/> 5. Water (6119 Water District)	<small>(Select single largest component by \$)</small> <input checked="" type="checkbox"/> 1. Road <input type="checkbox"/> 2. Bridge/Culvert <input type="checkbox"/> 3. Water Supply <input type="checkbox"/> 4. Wastewater <input type="checkbox"/> 5. Solid Waste <input type="checkbox"/> 6. Stormwater	<small>(Automatically populates from page 2)</small> Total Project Cost: <u>1,455,609.00</u> 1. Grant: <u>955,609.00</u> 2. Loan: <u>0.00</u> 3. Loan Assistance/ Credit Enhancement: <u>0.00</u> Funding Requested: <u>955,609.00</u>

District Recommendation (To be completed by the District Committee)

Funding Type Requested <small>(Select one)</small> <input type="checkbox"/> State Capital Improvement Program <input type="checkbox"/> Local Transportation Improvement Program <input type="checkbox"/> Revolving Loan Program <input type="checkbox"/> Small Government Program District SG Priority: _____	SCIP Loan - Rate: _____ % Term: _____ Yrs Amount: _____ .00 RLP Loan - Rate: _____ % Term: _____ Yrs Amount: _____ .00 Grant: _____ Amount: _____ .00 LTIP: _____ Amount: _____ .00 Loan Assistance / Credit Enhancement: _____ Amount: _____ .00	
--	---	--

For OPWC Use Only

STATUS _____	Grant Amount: _____ .00	Loan Type: <input type="checkbox"/> SCIP <input type="checkbox"/> RLP
Project Number: _____	Loan Amount: _____ .00	Date Construction End: _____
_____	Total Funding: _____ .00	Date Maturity: _____
Release Date: _____	Local Participation: _____ %	Rate: _____ %
OPWC Approval: _____	OPWC Participation: _____ %	Term: _____ Yrs

1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

1.1 Project Estimated Costs

Engineering Services

Preliminary Design:	_____	.00	
Final Design:	_____	.00	
Construction Administration:	_____	.00	
Total Engineering Services:	a.) _____	0 .00	0 %
Right of Way:	b.) _____	.00	
Construction:	c.) _____	1,265,747 .00	
Materials Purchased Directly:	d.) _____	.00	
Permits, Advertising, Legal:	e.) _____	.00	
Construction Contingencies:	f.) _____	189,862 .00	15 %
Total Estimated Costs:	g.) _____	1,455,609 .00	

1.2 Project Financial Resources

Local Resources

Local In-Kind or Force Account:	a.) _____	.00	
Local Revenues:	b.) _____	500,000 .00	
Other Public Revenues:	c.) _____	.00	
ODOT / FHWA PID: _____	d.) _____	.00	
USDA Rural Development:	e.) _____	.00	
OEPA / OWDA:	f.) _____	.00	
CDBG:	g.) _____	.00	
<input type="checkbox"/> County Entitlement or Community Dev. "Formula"			
<input type="checkbox"/> Department of Development			
Other: _____	h.) _____	.00	
Subtotal Local Resources:	i.) _____	500,000 .00	34 %

OPWC Funds (Check all requested and enter Amount)

Grant: <u>100</u> % of OPWC Funds	j.) _____	955,609 .00	
Loan: <u>0</u> % of OPWC Funds	k.) _____	.00	
Loan Assistance / Credit Enhancement:	l.) _____	0 .00	
Subtotal OPWC Funds:	m.) _____	955,609 .00	66 %
Total Financial Resources:	n.) _____	1,455,609 .00	100 %

1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement:	<u>1,455,609</u> .00	<u>100</u> %
2.2 Total Portion of Project New / Expansion:	<u>0</u> .00	<u>0</u> %
2.3 Total Project:	<u>1,455,609</u> .00	<u>100</u> %

A Farmland
Preservation letter is
required for any
impact to farmland

3.0 Project Schedule

3.1 Engineering / Design / Right of Way	Begin Date: <u>12/01/2020</u>	End Date: <u>05/07/2021</u>
3.2 Bid Advertisement and Award	Begin Date: <u>06/21/2021</u>	End Date: <u>07/13/2021</u>
3.3 Construction	Begin Date: <u>08/02/2021</u>	End Date: <u>11/19/2021</u>

Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed.

Failure to meet project schedule may result in termination of agreement for approved projects.
Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 20 Years Age: _____ (Year built or year of last major improvement)

Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

4.2 User Information

Road or Bridge: Current ADT 3,383 Year 2009 Projected ADT _____ Year _____

Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.

Residential Water Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Residential Wastewater Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Stormwater: Number of households served: _____

4.3 Project Description

A: SPECIFIC LOCATION (Supply a written location description that includes the project termini; a map does not replace this requirement.) 500 character limit.

Progress Drive - Selma to Leffel Lane
Hillcrest Ave. - SR41 to Bechtle Ave
Columbus Ave - Belmont to Greenmount
Scanlan Lane
Meyer Ct
Campbell Dr
Ryan Road
Ryan Ct
Quinlan Ct
Kingsgate Rd - Derr to 1327 Kingsgate

B: PROJECT COMPONENTS (Describe the specific work to be completed; the engineer's estimate does not replace this requirement) 1,000 character limit.

Shave/Pave all streets, upgrade H/C ramps, and adjust MH's and water valves

C: PHYSICAL DIMENSIONS (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and sizes, mgd capacity, etc in detail.) 500 character limit.

Hillcrest Ave - Approx. 1,400 feet in length. AADT in 2002 was 4,790
Columbus Ave - Approx. 3,100 feet in length. AADT in 2009 was 3,383
Progress Dr - Approx. 3,050 feet in length. No data on AADT but Industrial Park has a lot of truck traffic
Streets in Kingsgate - Total is approx. 7,230 feet in length. No data on AADT but Kingsgate serves the entire subdivision.

5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

5.1 Chief Executive Officer

(Person authorized in legislation to sign project agreements)

Name: Bryan Heck
Title: City Manager
Address: 76 E. High St

City: Springfield State: OH Zip: 45502
Phone: (937) 324-7300
FAX: (937) 324-7397
E-Mail: bheck@springfieldohio.gov

5.2 Chief Financial Officer

(Can not also serve as CEO)

Name: Mark Beckdahl
Title: Finance Director
Address: 76 E. High St

City: Springfield State: OH Zip: 45502
Phone: (937) 324-7309
FAX: (937) 324-4118
E-Mail: mbeckdahl@springfieldohio.gov

5.3 Project Manager

Name: Leo Shanayda
Title: City Engineer
Address: 2100 Lagonda Ave

City: Springfield State: OH Zip: 45503
Phone: (937) 324-7310
FAX: (937) 328-3496
E-Mail: lshanayda@springfieldohio.gov

6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- ☒ A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.
- ☒ A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.
- ☒ A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.
- ☐ A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.
- ☐ Farmland Preservation Review - The Governor's Executive Order 98-11V, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.
- ☐ Capital Improvements Report. CIR Required by O.R.C. Chapter 164.06 on standard form.
- ☐ Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.

Bryan Heck, City Manager

Certifying Representative (Printed form, Type or Print Name and Title)


Original Signature / Date Signed

9/30/2020

Estimate

Hillcrest Ave - Bechtle to SR41

ITEM NO.	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	GRAND TOTAL
204*	EXCAVATION of SUBGRADE	85	CY	\$30.00	\$2,550.00
202	PAVEMENT REMOVED	256	SY	\$10.00	\$2,560.00
204*	GRANULAR MATERIAL, Type B	85	CY	\$55.00	\$4,675.00
204*	SUBGRADE COMPACTION	256	SY	\$3.00	\$768.00
254*	PAVEMENT PLANING, ASPHALT CONCRETE	5,111	SY	\$2.75	\$14,055.25
441*	ASPHALT CONCRETE SURFACE COURSE, (448), TYPE 1, PG70	417	TON	\$80.00	\$33,360.00
441*	ASPHALT CONCRETE INTERMEDIATE COURSE, (448), TYPE 2	417	TON	\$80.00	\$33,360.00
407*	NON-TRACKING TACK COAT (0.06 GAL/SY)	307	GAL	\$3.00	\$921.00
261	TYPE C-MOD (BASE REPAIR)	256	SY	\$60.00	\$15,360.00
614	MAINTAINING TRAFFIC	1	LS	\$15,000.00	\$15,000.00
839	VALVE BOX ADJUSTED TO GRADE	1	EA	\$325.00	\$325.00
644*	CENTER LINE, DOUBLE SOLID	0.25	MI	\$8,000.00	\$2,000.00
632*	DETECTOR LOOPS	3	EA	\$1,500.00	\$4,500.00
644*	LANE ARROW	6	EA	\$250.00	\$1,500.00
644*	STOP LINE	55	FT	\$6.00	\$330.00
644*	CROSSWALK LINE	120	FT	\$5.00	\$600.00
1001	PREMIUM FOR OWNER'S PROTECTIVE INSURANCE	1	LS	\$1,250.00	\$1,250.00
1002	PREMIUM FOR CONTRACT PERFORMANCE AND PAYMENT BOND	1	LS	\$1,250.00	\$1,250.00

*Denotes ODOT Construction and Material Specifications, current edition.

Contingency - 15%

TOTAL ESTIMATE

\$20,154.64

\$154,518.89

I, Leo Shanayda, PE hereby certify that the useful life of this project is 20 years



LS 9/30/20

Estimate

Columbus Ave. - Belmont to Greenmount

ITEM NO.	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	GRAND TOTAL
202	WALK REMOVED	2,400	SF	\$5.00	\$12,000.00
202	PAVEMENT REMOVED	683	SY	\$10.00	\$6,830.00
202	CURB REMOVED	1,280	LF	\$10.00	\$12,800.00
204*	EXCAVATION of SUBGRADE	228	CY	\$30.00	\$6,840.00
204*	GRANULAR MATERIAL, Type B	228	CY	\$55.00	\$12,540.00
204*	SUBGRADE COMPACTION	683	SY	\$3.00	\$2,049.00
254*	PAVEMENT PLANING, ASPHALT CONCRETE	13,654	SY	\$2.75	\$37,548.50
261	TYPE C-MOD BASE REPAIR	683	SY	\$60.00	\$40,980.00
261	TYPE C-MOD PAVEMENT RESTORATION	660	LF	\$15.00	\$9,900.00
441*	ASPHALT CONCRETE SURFACE COURSE, (448), TYPE 1, PG70	926	TON	\$80.00	\$74,080.00
441*	ASPHALT CONCRETE INTERMEDIATE COURSE, (448), TYPE 2	557	TON	\$80.00	\$44,560.00
407*	NON-TRACKING TACK COAT (0.06 GAL/SY)	819	GAL	\$3.00	\$2,457.00
608	6" CONCRETE WALK	2,400	SF	\$9.00	\$21,600.00
608	CURB RAMP	8	EA	\$675.00	\$5,400.00
609	CURB	1280	LF	\$38.00	\$48,640.00
614	MAINTAINING TRAFFIC	1	LS	\$10,000.00	\$10,000.00
653	TOPSOIL FURNISHED AND PLACED	50	CY	\$100.00	\$5,000.00
659	SEEDING AND MULCHING	200	SY	\$10.00	\$2,000.00
804	MANHOLE ADJUSTED	28	EA	\$725.00	\$20,300.00
804	MANHOLE CASTING FURNISHED	28	EA	\$350.00	\$9,800.00
839	VALVE BOX ADJUSTED TO GRADE	16	EA	\$325.00	\$5,200.00
632*	DETECTOR LOOP	1	EA	\$1,500.00	\$1,500.00
644*	STOP LINE	35	FT	\$6.00	\$210.00
644*	CROSSWALK LINE	140	FT	\$5.00	\$700.00
644*	CENTER LINE, DOUBLE SOLID	1	MI	\$8,000.00	\$4,800.00
1001	PREMIUM FOR OWNER'S PROTECTIVE INSURANCE	1	LS	\$2,500.00	\$2,500.00
1002	PREMIUM FOR CONTRACT PERFORMANCE AND PAYMENT BOND	1	LS	\$2,500.00	\$2,500.00

*Denotes ODOT Construction and Material Specifications, current edition: - 63842

Contingency - 15%

TOTAL ESTIMATE

\$60,410.18

\$463,144.68

I, Leo Shanayda, PE hereby certify that the useful life of this project is 20 years

Estimate

Scanlon, Campbell, Quinlan, Meyer, Ryan & Kingsgate (Derr to Campbell)

ITEM NO.	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	GRAND TOTAL
202	WALK REMOVED	3,000	SF	\$5.00	\$15,000.00
202	CURB REMOVED	1,500	LF	\$10.00	\$15,000.00
204*	EXCAVATION of SUBGRADE	431	CY	\$30.00	\$12,930.00
204*	GRANULAR MATERIAL, Type B	431	CY	\$55.00	\$23,705.00
204*	SUBGRADE COMPACTION	1,292	SY	\$3.00	\$3,876.00
254*	PAVEMENT PLANING, ASPHALT CONCRETE	25,830	SY	\$2.75	\$71,032.50
441*	ASPHALT CONCRETE SURFACE COURSE, (448), TYPE 1, PG64-22	1,752	TON	\$78.00	\$136,656.00
441*	ASPHALT CONCRETE INTERMEDIATE COURSE, (448), TYPE 2	1,053	TON	\$78.00	\$82,134.00
407*	NON-TRACKING TACK COAT (0.06 GAL/SY)	1,550	GAL	\$3.00	\$4,650.00
608	6" CONCRETE WALK	3,000	SF	\$9.00	\$27,000.00
608	CURB RAMP	18	EA	\$675.00	\$12,150.00
609	CURB	1500	LF	\$38.00	\$57,000.00
614	MAINTAINING TRAFFIC	1	LS	\$15,000.00	\$15,000.00
653	TOPSOIL FURNISHED AND PLACED	50	CY	\$100.00	\$5,000.00
659	SEEDING AND MULCHING	200	SY	\$10.00	\$2,000.00
804	MANHOLE ADJUSTED	33	EA	\$725.00	\$23,925.00
804	MANHOLE CASTING FURNISHED	33	EA	\$350.00	\$11,550.00
839	VALVE BOX ADJUSTED TO GRADE	32	EA	\$325.00	\$10,400.00
SPEC	WATER PROOF STRUCTURE/CULVERT		LS	\$12,500.00	\$12,500.00
1001	PREMIUM FOR OWNER'S PROTECTIVE INSURANCE		LS	\$2,500.00	\$2,500.00
1002	PREMIUM FOR CONTRACT PERFORMANCE AND PAYMENT BOND		LS	\$2,500.00	\$2,500.00

*Denotes ODOT Construction and Material Specifications, current edition

Contingency - 15%

TOTAL ESTIMATE

\$81,976.28

\$628,484.78

I, Leo Shanayda, PE hereby certify that the useful life of this project is 20 years

Estimate

Progress Drive

ITEM NO.	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	GRAND TOTAL
202	PAVEMENT REMOVED	469	SY	\$10.00	\$4,690.00
204*	EXCAVATION of SUBGRADE	156	CY	\$30.00	\$4,680.00
204*	GRANULAR MATERIAL, Type B	156	CY	\$55.00	\$8,580.00
204*	SUBGRADE COMPACTION	469	SY	\$3.00	\$1,407.00
254*	PAVEMENT PLANING, ASPHALT CONCRETE	9,370	SY	\$2.75	\$25,767.50
441*	ASPHALT CONCRETE SURFACE COURSE, (448), TYPE 1, PG70	636	TON	\$80.00	\$50,880.00
441*	ASPHALT CONCRETE INTERMEDIATE COURSE, (448), TYPE 2	382	TON	\$80.00	\$30,560.00
407*	NON-TRACKING TACK COAT (0.06 GAL/SY)	562	GAL	\$3.00	\$1,686.00
261	TYPE C-MOD (BASE REPAIR)	469	SY	\$60.00	\$28,140.00
614	MAINTAINING TRAFFIC	1	LS	\$10,000.00	\$10,000.00
804	MANHOLE ADJUSTED	7	EA	\$725.00	\$5,075.00
804	MANHOLE CASTING FURNISHED	7	EA	\$350.00	\$2,450.00
839	VALVE BOX ADJUSTED TO GRADE	13	EA	\$325.00	\$4,225.00
1001	PREMIUM FOR OWNER'S PROTECTIVE INSURANCE	1	LS	\$2,000.00	\$2,000.00
1002	PREMIUM FOR CONTRACT PERFORMANCE AND PAYMENT BOND	1	LS	\$2,000.00	\$2,000.00

*Denotes ODOT Construction and Material Specifications, current edition.

Contingency - 15%

\$27,321.08

TOTAL ESTIMATE

\$209,461.58

I, Leo Shanayda, PE hereby certify that the useful life of this project is 20 years



[Handwritten Signature]
9/30/20



Availability of Local Funds

2021 OPWC Paving

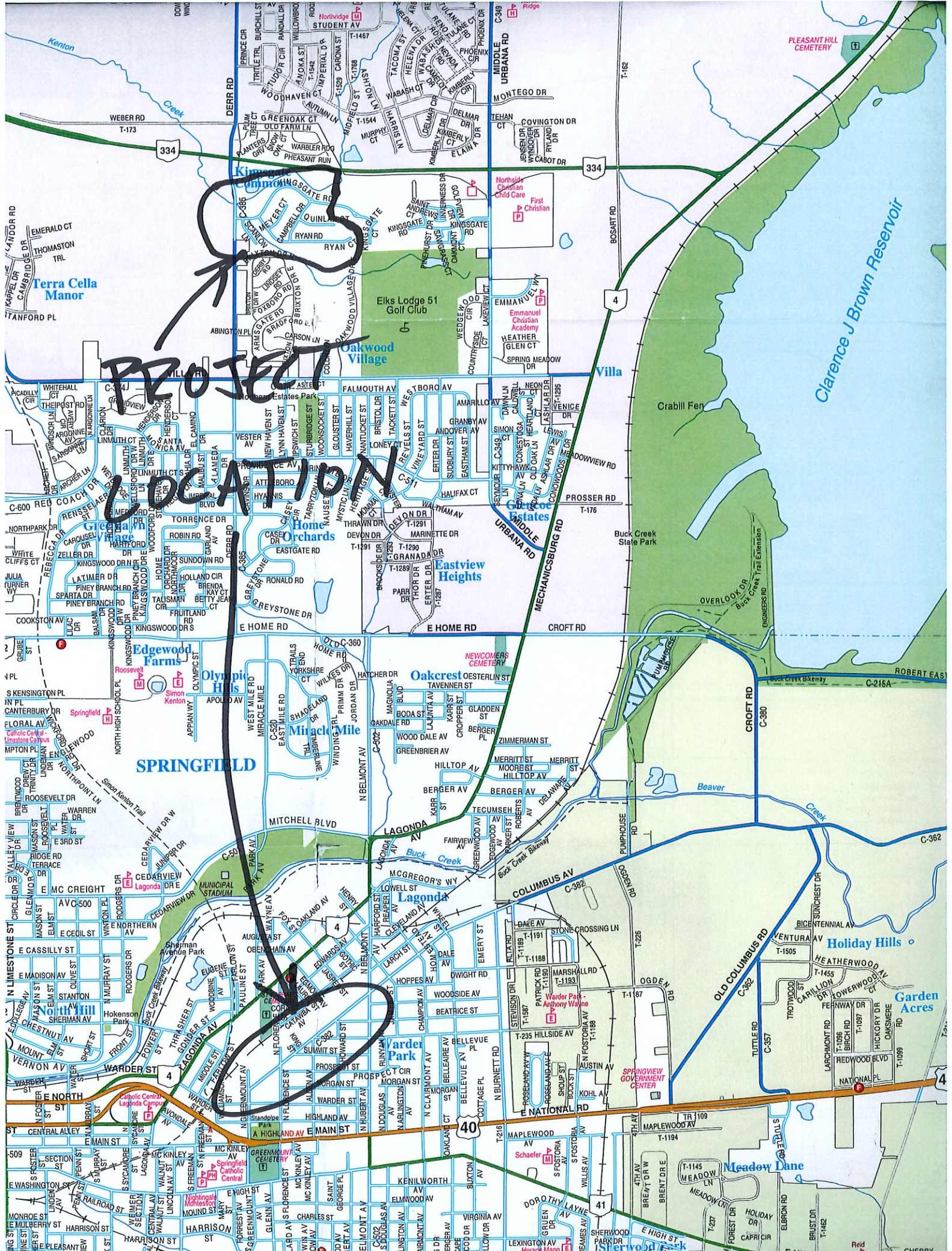
I, Mark Beckdahl (Finance Director), of the City of Springfield, hereby certify that the City of Springfield has the amount of \$500,000.00 in the Permanent Improvement Fund and that this amount will be used to pay the local share for the 2021 OPWC Paving Project when it is required.

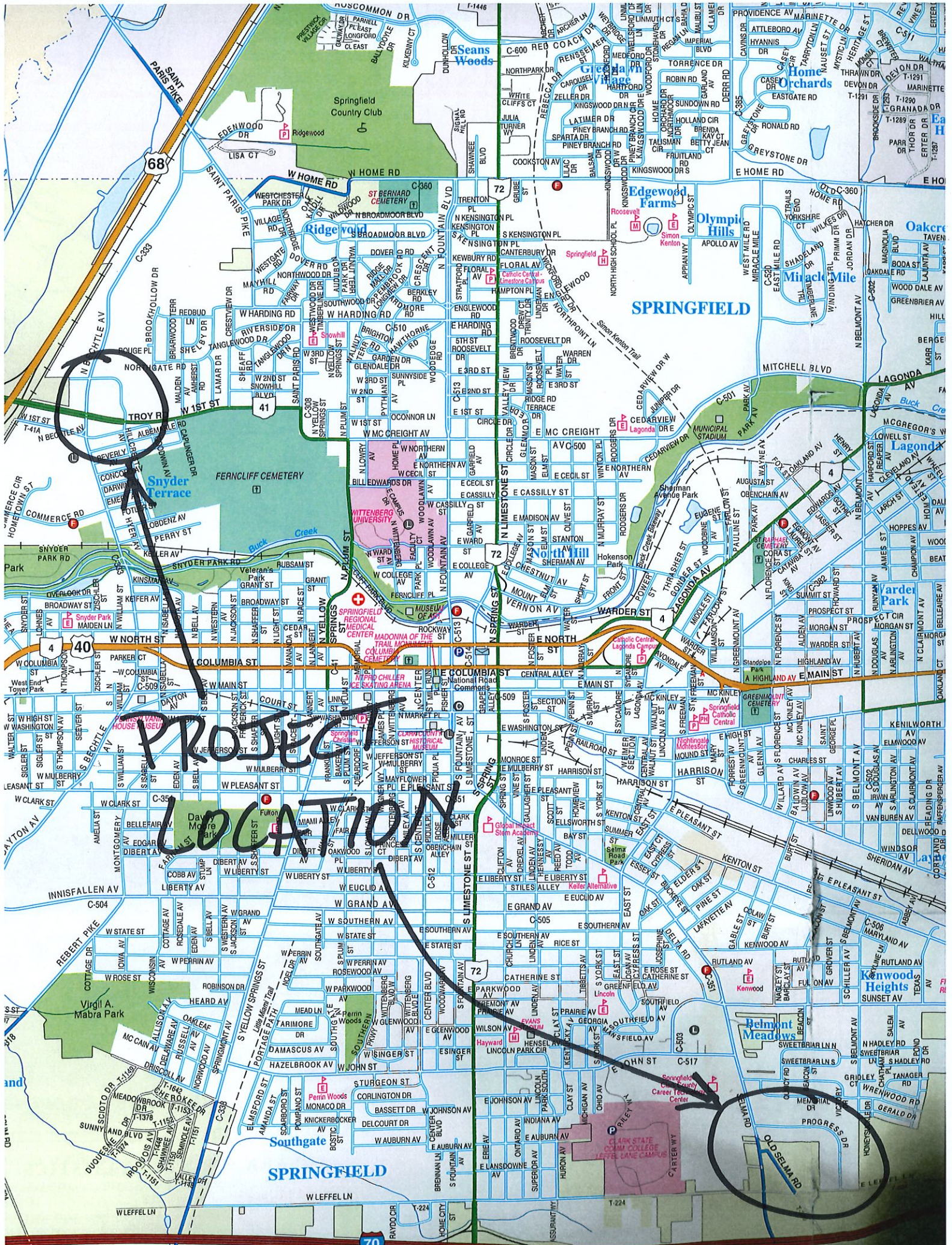
Mark Beckdahl

Finance Director

Date

PROJECT LOCATION





PROJECT
LOCATION

SPRINGFIELD

SPRINGFIELD

70

Request for Commission Action

City of Springfield, Ohio

Item Number: 204-20

Agenda Date: 11/2/20

Today's Date: 10/27/20

Subject: Authorization to Apply for and Accept an Ohio Public Works Commission grant for CLA-US40D/40 0.00/13.76, PID 103332 (Westbound 40 from Greenmount to Limestone Street)

Submitted By: Leo Shanayda, City Engineer

Department: Service

Contact: Chris Moore, Service Director

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

An application for financial assistance has been prepared by this office, which is requesting a grant in the amount of \$149,320 from the Ohio Public Works Commission (OPWC) for the CLA-US40D/40 0.00/13.76, PID 103332 project.

This project consists of shaving and paving North Street from Limestone Street to the Lagonda overpass (westbound only) and the Lagonda overpass to Greenmount.

The total estimated cost of this project is \$746,600. Twenty percent of the project (\$149,320) is being requested through an application to OPWC with the remaining eighty percent (\$597,280) being provided by ODOT.

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

Department/Division	Fund Description	Account Number	Actual Cost
Service / Engineering	ODOT		\$ 597,280.00
Service / Engineering	OPWC		\$ 149,320.00

Total Cost: \$ 746,600.00

AN ORDINANCE NO. _____

Authorizing the City Manager to submit an Application For Financial Assistance and accept a grant from the State of Ohio, Ohio Public Works Commission, to obtain funding in the amount of \$149,320.00 for the CLA - US40D/40 0.00/13.76, PID No. 103332, and further identified as the Westbound 40 from Greenmount Avenue to Limestone Street Project; and authorizing the City Manager, Law Director, Finance Director and City Engineer to do all things they consider necessary for the submission of the Application For Financial Assistance and the acceptance of the grant.

...oooOOOooo...

WHEREAS, this Commission considers it in the best interest of the public that a grant in the amount of \$149,320.00 from the Ohio Public Works Commission be applied for and accepted to help fund the CLA - US40D/40 0.00/13.76, PID No. 103332, and further identified as the Westbound 40 from Greenmount Avenue to Limestone Street Project; and

WHEREAS, the project consists of the shaving and paving of North Street from Limestone Street to the Lagonda overpass (westbound only) and the Lagonda overpass to Greenmount Avenue, and will be funded, in part, by ODOT in the amount of \$597,280.00, with the total project cost estimated at \$746,600.00; NOW, THEREFORE:

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

Section 1. That the City Manager is hereby authorized to submit an Application For Financial Assistance and accept a grant with the State of Ohio, Ohio Public Works Commission, to obtain funding in the amount of \$149,320.00 for CLA - US40D/40 0.00/13.76, PID No. 103332, and further identified as the Westbound 40 from Greenmount Avenue to Limestone Street Project.

Section 2. That the City Manager, Law Director, Finance Director and City Engineer are hereby authorized to do all things they consider necessary for the submission of the Application For Financial Assistance and the acceptance of the grant.

Section 3. That a copy of the Application For Financial Assistance is attached hereto and is hereby approved.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION



State of Ohio
Public Works Commission
Application for Financial Assistance

IMPORTANT: Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form.

Applicant	Applicant: <u>City of Springfield</u>		Subdivision Code: <u>023-74118</u>
	District Number: <u>11</u>	County: <u>Clark</u>	Date: <u>10/01/2020</u>
	Contact: <u>Leo Shanayda</u> <small>(The individual who will be available during business hours and who can best answer or coordinate the response to questions)</small>		Phone: <u>(937) 324-7310</u>
	Email: <u>lshanayda@springfieldohio.gov</u>		FAX: <u>(937) 328-3496</u>

Project	Project Name: <u>CLA-US40D/40 0.00/13.76 (PID # 103332)</u>		Zip Code: <u>45502</u>
	Subdivision Type	Project Type	Funding Request Summary
	(Select one)	(Select single largest component by \$)	(Automatically populates from page 2)
	<input type="checkbox"/> 1. County <input checked="" type="checkbox"/> 2. City <input type="checkbox"/> 3. Township <input type="checkbox"/> 4. Village <input type="checkbox"/> 5. Water (6119 Water District)	<input checked="" type="checkbox"/> 1. Road <input type="checkbox"/> 2. Bridge/Culvert <input type="checkbox"/> 3. Water Supply <input type="checkbox"/> 4. Wastewater <input type="checkbox"/> 5. Solid Waste <input type="checkbox"/> 6. Stormwater	Total Project Cost: <u>746,600.00</u> 1. Grant: <u>149,320.00</u> 2. Loan: <u>0.00</u> 3. Loan Assistance/ Credit Enhancement: <u>0.00</u> Funding Requested: <u>149,320.00</u>

District Recommendation (To be completed by the District Committee)

Funding Type Requested <small>(Select one)</small> <input type="checkbox"/> State Capital Improvement Program <input type="checkbox"/> Local Transportation Improvement Program <input type="checkbox"/> Revolving Loan Program <input type="checkbox"/> Small Government Program District SG Priority: _____	SCIP Loan - Rate: _____ % Term: _____ Yrs Amount: _____ .00 RLP Loan - Rate: _____ % Term: _____ Yrs Amount: _____ .00 Grant: _____ Amount: _____ .00 LTIP: _____ Amount: _____ .00 Loan Assistance / Credit Enhancement: _____ Amount: _____ .00	
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For OPWC Use Only

STATUS _____ Project Number: _____ Release Date: _____ OPWC Approval: _____	Grant Amount: _____ .00 Loan Amount: _____ .00 Total Funding: _____ .00 Local Participation: _____ % OPWC Participation: _____ %	Loan Type: <input type="checkbox"/> SCIP <input type="checkbox"/> RLP Date Construction End: _____ Date Maturity: _____ Rate: _____ % Term: _____ Yrs
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1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

1.1 Project Estimated Costs

Engineering Services

Preliminary Design:	_____	.00	
Final Design:	_____	.00	
Construction Administration:	_____	.00	
Total Engineering Services:	a.) _____	0 .00	_____ 0 %
Right of Way:	b.) _____	.00	
Construction:	c.) _____	678,728 .00	
Materials Purchased Directly:	d.) _____	.00	
Permits, Advertising, Legal:	e.) _____	.00	
Construction Contingencies:	f.) _____	67,872 .00	_____ 10 %
Total Estimated Costs:	g.) _____	746,600 .00	

1.2 Project Financial Resources

Local Resources

Local In-Kind or Force Account:	a.) _____	.00	
Local Revenues:	b.) _____	.00	
Other Public Revenues:	c.) _____	.00	
ODOT / FHWA PID: 103332	d.) _____	597,280 .00	
USDA Rural Development:	e.) _____	.00	
OEPA / OWDA:	f.) _____	.00	
CDBG:	g.) _____	.00	
<input type="checkbox"/> County Entitlement or Community Dev. "Formula"			
<input type="checkbox"/> Department of Development			
Other: _____	h.) _____	.00	
Subtotal Local Resources:	i.) _____	597,280 .00	_____ 80 %

OPWC Funds (Check all requested and enter Amount)

Grant: 100 % of OPWC Funds	j.) _____	149,320 .00	
Loan: 0 % of OPWC Funds	k.) _____	.00	
Loan Assistance / Credit Enhancement:	l.) _____	0 .00	
Subtotal OPWC Funds:	m.) _____	149,320 .00	_____ 20 %
Total Financial Resources:	n.) _____	746,600 .00	_____ 100 %

1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement:	<u>746,600</u> .00	<u>100</u> %
2.2 Total Portion of Project New / Expansion:	<u>0</u> .00	<u>0</u> %
2.3 Total Project:	<u>746,600</u> .00	<u>100</u> %

A Farmland
Preservation letter is
required for any
impact to farmland

3.0 Project Schedule

3.1 Engineering / Design / Right of Way	Begin Date: <u>08/19/2020</u>	End Date: <u>05/07/2021</u>
3.2 Bid Advertisement and Award	Begin Date: <u>06/14/2021</u>	End Date: <u>07/12/2021</u>
3.3 Construction	Begin Date: <u>09/13/2021</u>	End Date: <u>11/05/2021</u>

Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed.

Failure to meet project schedule may result in termination of agreement for approved projects.
Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 20 Years Age: _____ (Year built or year of last major improvement)

Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

4.2 User Information

Road or Bridge: Current ADT 11,780 Year 2012 Projected ADT _____ Year _____

Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.

Residential Water Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Residential Wastewater Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Stormwater: Number of households served: _____

4.3 Project Description

- A: SPECIFIC LOCATION (Supply a written location description that includes the project termini; a map does not replace this requirement.) 500 character limit.

North Street from Limestone Street to the Lagonda overpass (west bound only) and the Lagonda overpass to Greenmount

- B: PROJECT COMPONENTS (Describe the specific work to be completed; the engineer's estimate does not replace this requirement) 1,000 character limit.

Shave/pave the entire length of the project. In addition concrete patching will occur on the bridge deck.

- C: PHYSICAL DIMENSIONS (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and sizes, mgd capacity, etc in detail.) 500 character limit.

Estimated length of the project is 5,980 feet

5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

5.1 Chief Executive Officer (Person authorized in legislation to sign project agreements)

Name: Bryan Heck
Title: City Manager
Address: 76 E. High Street

City: Springfield State: OH Zip: 45502
Phone: (937) 324-7300
FAX: (937) 324-7397
E-Mail: bheck@springfieldohio.gov

5.2 Chief Financial Officer (Can not also serve as CEO)

Name: Mark Beckdahl
Title: Finance Director
Address: 76 E. High Street

City: Springfield State: OH Zip: 45502
Phone: (937) 324-7309
FAX: (937) 324-4118
E-Mail: mbeckdahl@springfieldohio.gov

5.3 Project Manager

Name: Leo Shanayda
Title: City Engineer
Address: 2100 Lagonda Ave.

City: Springfield State: OH Zip: 45503
Phone: (937) 324-7310
FAX: (937) 328-3496
E-Mail: lshanayda@springfieldohio.gov

6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- ☒ A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.
- ☒ A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.
- ☒ A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.
- ☐ A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.
- ☐ Farmland Preservation Review - The Governor's Executive Order 98-IV, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.
- ☐ Capital Improvements Report. CIR Required by O.R.C. Chapter 164.06 on standard form.
- ☐ Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.

Bryan Heck, City Manager

Certifying Representative (Printed form, Type or Print Name and Title)


Original Signature / Date Signed

Estimate CLA103332

Estimated Cost:\$678,727.75

Contingency: 10.00%

Estimated Total: \$746,600.53

Preliminary Estimate for urban paving on US 40 in Springfield with 10% Design Risk

Base Date: 08/19/20

Spec Year: 19

Unit System: E

Work Type: ASPHALT

Highway Type:

Urban/Rural Type: URBAN CLASS

Season: SUMMER

County: CLARK

Latitude of Midpoint: 395539

Longitude of Midpoint: 834748

District: 07

Federal Project Number:

State Project Number:

Prepared by Ben Wiltheiss



A handwritten signature in black ink, appearing to read "Ben C. Wiltheiss".

8/19/2020

Estimate: CLA103332

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
<u>Description</u>					
<u>Supplemental Description</u>					

Group 0001: Project Items

0001	253E01000	700.000	SY	\$53.54146	\$37,479.02
PAVEMENT REPAIR					
0002	254E01000	33,000.000	SY	\$1.70409	\$56,234.97
PAVEMENT PLANING, ASPHALT CONCRETE					
0003	407E10000	28,000.000	GAL	\$2.47996	\$69,438.88
TACK COAT					
0004	442E20000	2,150.000	CY	\$195.00000	\$419,250.00
ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (448)					
0005	611E99654	10.000	EACH	\$667.91219	\$6,679.12
MANHOLE ADJUSTED TO GRADE					
0006	638E10800	10.000	EACH	\$233.80186	\$2,338.02
VALVE BOX ADJUSTED TO GRADE					
0007	516E31000	200.000	FT	\$21.08780	\$4,217.56
JOINT SEALER					
0008	519E12300	9.000	SY	\$760.78214	\$6,847.04
PATCHING CONCRETE BRIDGE DECK - TYPE B					
0009	644E50100	1.000	EACH	\$5,000.00000	\$5,000.00
PAVEMENT MARKING, MISC.: Lump Sum					
0010	632E26500	12.000	EACH	\$936.92846	\$11,243.14
DETECTOR LOOP					
0011	624E10000	1.000	LS	\$20,000.00000	\$20,000.00
MOBILIZATION					
0012	614E11000	1.000	LS	\$40,000.00000	\$40,000.00
MAINTAINING TRAFFIC					

Total for Group 0001:\$678,727.75

I Leo Shanayda, PE hereby certify that the useful life of this project is 20 years.

LS 9/14/20





SERVICE

Availability of Local Funds

CLA-US40D/40 0.00/13.76 (PID # 103332)

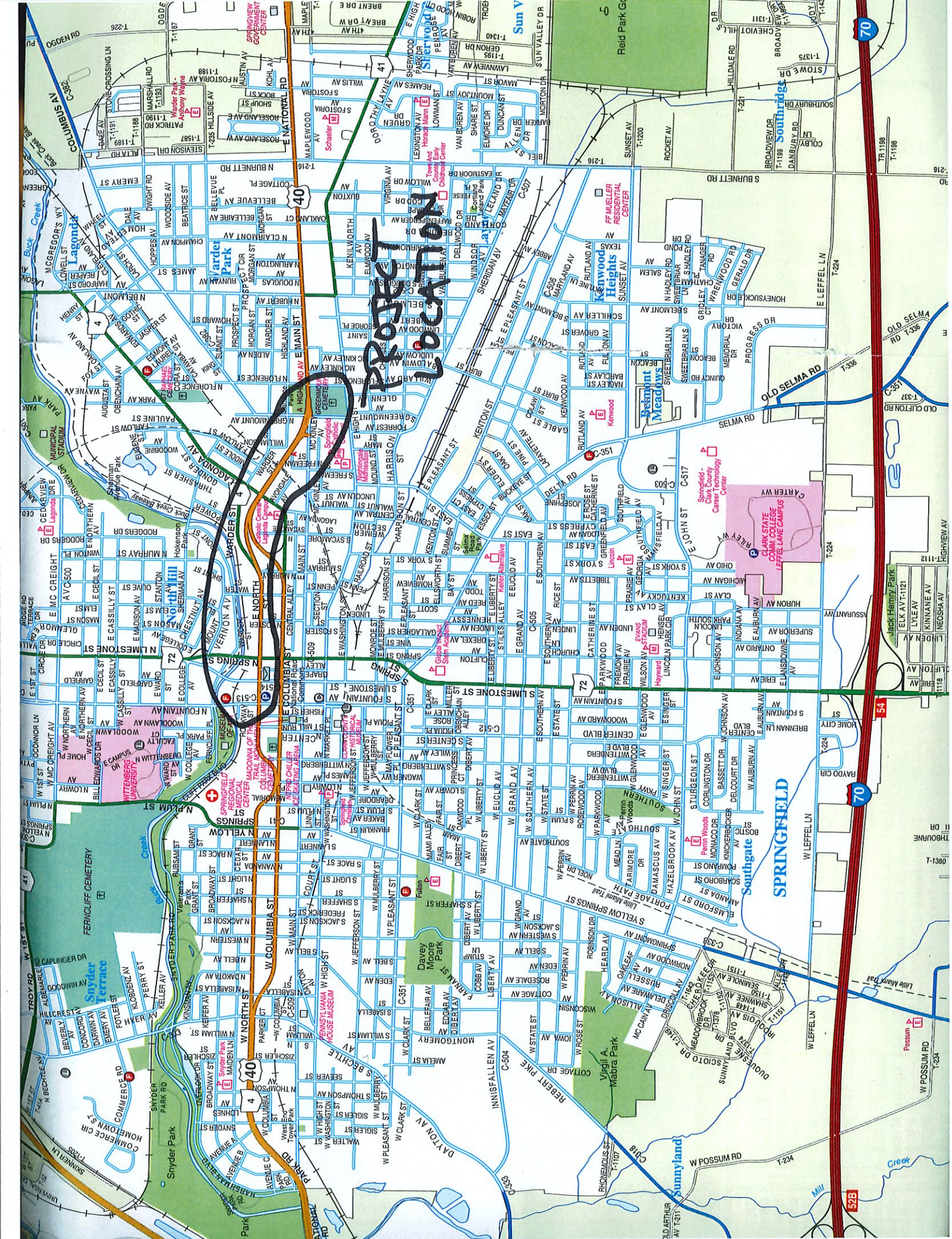
I, Mark Beckdahl (Finance Director), of the City of Springfield, hereby certify that the City of Springfield has an Agreement w/ ODOT for the above project in which ODOT will provide 80% of the project costs. The estimated project total is \$746,600 and ODOT will provide 80% which amounts to \$597,280.

Mark Beckdahl

Finance Director

9-24-2020

Date



Request for Commission Action

City of Springfield, Ohio

Item Number: 205-20

Agenda Date: 11/2/2020

Today's Date: 10/27/2020

Subject: Contract for Dispatch Services with the Board of Clark County Commissioners

Submitted By: Bryan Heck, City Manager

Department: City Manager

Contact: Bryan Heck, City Manager

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Respectfully request Commission to enter into a contract for services with the Board of Clark County Commissioners for Dispatch/Communication (911) services to be administered by the Clark County Sheriff's Office. This contract period will be for ten years beginning no later than January 2, 2021. Costs will be based on the previous year's calls of service for the period of September 1st – August 31st. The initial year of the contract will cost the City \$1,149,320.00.

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

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
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Total Cost: \$1,149,320.00

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a ten-year contract for Communication and Dispatch Services with the Board of Clark County Commissioners ("County") for an amount not to exceed \$1,149,320.00 for the initial contract year.

...oooOOOooo...

WHEREAS, the City and the County desire to cooperate in good faith for dispatch and communication services for the benefit of the community at large in both Clark County and the City of Springfield, Ohio; and

WHEREAS, the City and the County both acknowledge the potential cost savings, improvement in operational efficiency, service effectiveness, community safety, and regional cooperation through consolidated dispatch and communication services; and

WHEREAS, in Ordinance No. 20-179 this Commission authorized a Memorandum of Understanding with the Board of Clark County Commissioners in furtherance of these objectives; NOW, THEREFORE:

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

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

Section 2. That the City Manager is hereby authorized to enter into a ten-year contract for Communication and Dispatch Services, a copy of which is attached hereto and is hereby approved, with the Board of Clark County Commissioners, for an amount not to exceed \$1,149,320.00 for the initial contract year.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CONTRACT

This Agreement is entered into on December ____, 2020, between the Clark County Board of County Commissioners, (the "County") and the City of Springfield, Ohio (the "City"). The City and the County may be collectively referred to as the "Parties" throughout this Agreement.

In 2021, the City, in consideration of a sum of \$1,149,320.00, based off the calls for service from the previous year period between September 1, 2019 through August 3, 2020, agrees to accept 911 dispatch and communication services from the County for police, fire, and emergency medical services.

The Parties further agree to the following:

I. Purpose.

- A. The Parties to this Agreement desire to cooperate in good faith for dispatch and communication services for the benefit of the community at large in both Clark County and the City of Springfield.
- B. The Parties recognize the cost savings and improvement in operational efficiency, service effectiveness, community safety, and regional cooperation through consolidated dispatch services to be operated by the Clark County Sheriff's Office (the "CCSO") at the Clark County Sheriff's Office Communication Center (the "Communication Center").

II. Responsibilities of the Parties.

- A. It is the will and intent of the Parties that the new dispatch organization have a workforce, in which wages and conditions of employment, to include seniority, will be recognized as best as possible.
- B. The Parties desire for work experience at a public safety answering point, dispatch center, or department providing 911 services in Clark County to be recognized equally regardless of the governmental organization for which such work was performed.

III. Employment of City Dispatchers in the County Combined Center.

City dispatchers and supervisors shall be recognized equally for seniority, wages and benefits when transferring to the CC based off the bargaining agreement and MOU ratified by the Fraternal Order of Police Ohio Labor Council, Inc. "Dispatchers Unit" and the Clark County Sheriff's Office on October 8, 2020.;

- IV.** The County shall provide the City with documents and other information necessary for the City to perform an audit of the calls for service, no less than once per calendar year.

V. Structure.

- A. The Communication Center shall follow the organizational structure depicted in “Exhibit 1”.
- B. The County will provide the current City Supervisors with the first opportunity to interview for the remaining vacant Supervisor positions prior to January 1, 2021.

VI. Operations Advisory Committee.

- A. The Parties shall create an Operations Advisory Committee (the “Committee”).
- B. The Committee shall be comprised of the following members:
 - 1. Communication Center Director of Operations –who shall serve as the Committee Chair.
 - 2. Communications Center Administrative Supervisor.
 - 3. Sheriff Law Enforcement Representative
 - 4. Springfield City Police Department Representative
 - 5. Springfield City Fire Department Representative
 - 6. City of Springfield City Manager or Designee.
 - 7. County Fire Chief’s Association Representative.
 - 8. County Police Chief’s Association Representative.
 - 9. Director of Clark County EMA or Designee.
- C. In the event that one or both the Communication Center Director of Operations and/or the Administrative Supervisor, becomes vacant after an original hire is made, the Sheriff will provide the Operations Advisory Committee the opportunity to be involved in the interview process to fill the vacancies.

After the interview process is complete and all information is reviewed, the Sheriff maintains the final determination and selection of a Communication Center Director of Operations and/or a Communication Center Administrative Supervisor.

D. Committee Responsibilities and Functions.

- 1. The Committee will review all Standard Operating Procedures and Policies (“SOP’s”), as promulgated and set forth by the Director of Operations for the

Communications Center before they are presented to the Sheriff for approval. This may include any updates and changes to the SOP's. The Sheriff and her staff will employ National Best Practices and Standards in the operation of the Center

2. The Committee members will have the opportunity, but not be required, to be involved in the hiring process for any supervisory position of the CC.

All final determinations on hiring for supervisory positions will be the decision of the Sheriff and/or the Director of Operations.

3. The Committee shall suggest recommendations regarding training and other dispatch protocols to be implemented in the CC, including but not limited to all continuing education requirements.

VII. Payment for Services, Fees and Fee Structure.

A. Annual Fee and Fee Structure.

1. The City shall pay the County an annual fee which shall be based off Exhibit 2 911-Tiered Pricing Model, which will be fixed for the first three years of the Agreement.
2. Payment of said annual fee will be made in two equal payments on/or before January 31st and on/or before July 31st of each calendar year.
3. The annual fee shall be calculated based upon the previous year's call volume from September 1st through August 31st using a tiered price per call model. This tiered price schedule is attached more fully and incorporated herein as if fully rewritten as "Exhibit 2".
4. All agencies who contract with the CCSO for dispatch services will pay an annual fee based upon that agency previous year's call volume using the same tiered price per call mode, as set forth in Exhibit 2.

The County shall charge all other jurisdictions fees for providing 911 Services. In the event that the County fails to enter into an agreement to charge any other jurisdiction for services, by January 1, 2022, the County shall credit the amount owed by the City \$2,000 per non-paying jurisdiction dispatched by the County.

5. Any annual fee increases after year three (3) will not exceed the Consumer Price Index rate of inflation.

- B. If the total calls for service change by more than fifteen (15) percent and the costs outpace the rate of inflation, then the City and County may mutually agree to an increase that exceeds the cost of inflation.

C. No Capital Recovery Fee.

The Parties agree that the City will not be charged a capital recovery connection fee and instead will provide the following equipment at a total value of \$864,400.00 for use at the CC:

1. 6 Motorola radio consoles,
2. 7 Emergency Callworks 911 phones,
3. 6 back-up radio consolettes,
4. 3 portable 800 MHz radios,
5. 4 wireless headset bases.

VIII. Notices.

Any notice, demand or request pursuant to this Agreement shall be in writing and shall be considered properly given when delivered in person, sent by either registered or certified mail, acknowledged by an email with a deliver and/or read receipt attached, to the other Party's contact information set forth below:

City of Springfield, Ohio
City Manager's Office
76 E. High Street
Springfield, OH 45502
bheck@springfieldohio.gov
(937) 324-7303

Clark County, Ohio
County Commission
3130 E. Main Street
Springfield, OH 45505
jhutchinson@clarkcountyohio.gov
(937) 521-2010

IX. Term.

This Agreement shall be for a period of ten (10) years.

X. Termination Procedures and Disposition of Equipment.

If this Agreement between the Parties is terminated at any time and the City elects to establish its own, separate dispatch communication center equipment will be distributed as follows:

- A. The County shall provide the City with the same, original equipment that was provided to the County in accordance with the contractual agreement.
- B. The County shall offer first to the City, at no cost, any equipment that will no longer be used in the CC and/or is out of date before the County can dispose of it.

XI. Insurance.

- A. Each Party, at its sole cost and expense, shall carry insurance, or self-insure, for its activities in connection with this Agreement, and obtain, keep in force, and maintain, insurance or self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder;
- B. Each Party shall provide property insurance coverage for any equipment that it provides.

XII. Dispute Resolution.

- A. The Parties shall resolve disputes as to this Agreement and the operations of the Center through a three-member dispute resolution board made up of one County Commissioner, one City Commissioner, and a representative of an adjacent 911 center, to be selected by the other two members.
- B. The City may withhold payments during such a dispute by putting those payments into an escrow fund held by the City Treasurer until an agreed upon resolution is reached.
- C. There will be no interruption of Dispatch services provided to the City during dispute mediation.

XIII. Limitation of Liability.

Each Party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

XIV. General Provisions.

- A. The effective date of this Agreement is the date on which the last participating Party executes the Agreement.
- B. The Parties are independent entities and each party's employees, officers, and volunteers are not to be considered agents or employees of the other.
- C. This Agreement represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
- D. This Agreement shall be modified only by a written agreement, duly executed by the Parties.
- E. This Agreement, agreements ancillary to this Agreement, and related documents entered into in connection with this Agreement are signed when a party's signature is delivered by facsimile, email, or another electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

By signing below, the Parties agree to be bound to the terms and conditions described in this Agreement, including all Exhibits attached:

Approved as to Form and Correctness:

The City of Springfield, Ohio

Jill N. Allen, Law Director
Date: _____

Bryan Heck, City Manager
Date: _____

Approved as to Form and Correctness:

Clark County Commission

Beau P. Thompson, Assistant Prosecuting
Attorney
Date: _____

Jennifer Hutchinson, County Administrator
Date: _____

Exhibit 1

Clark County Communications Center Organization Chart

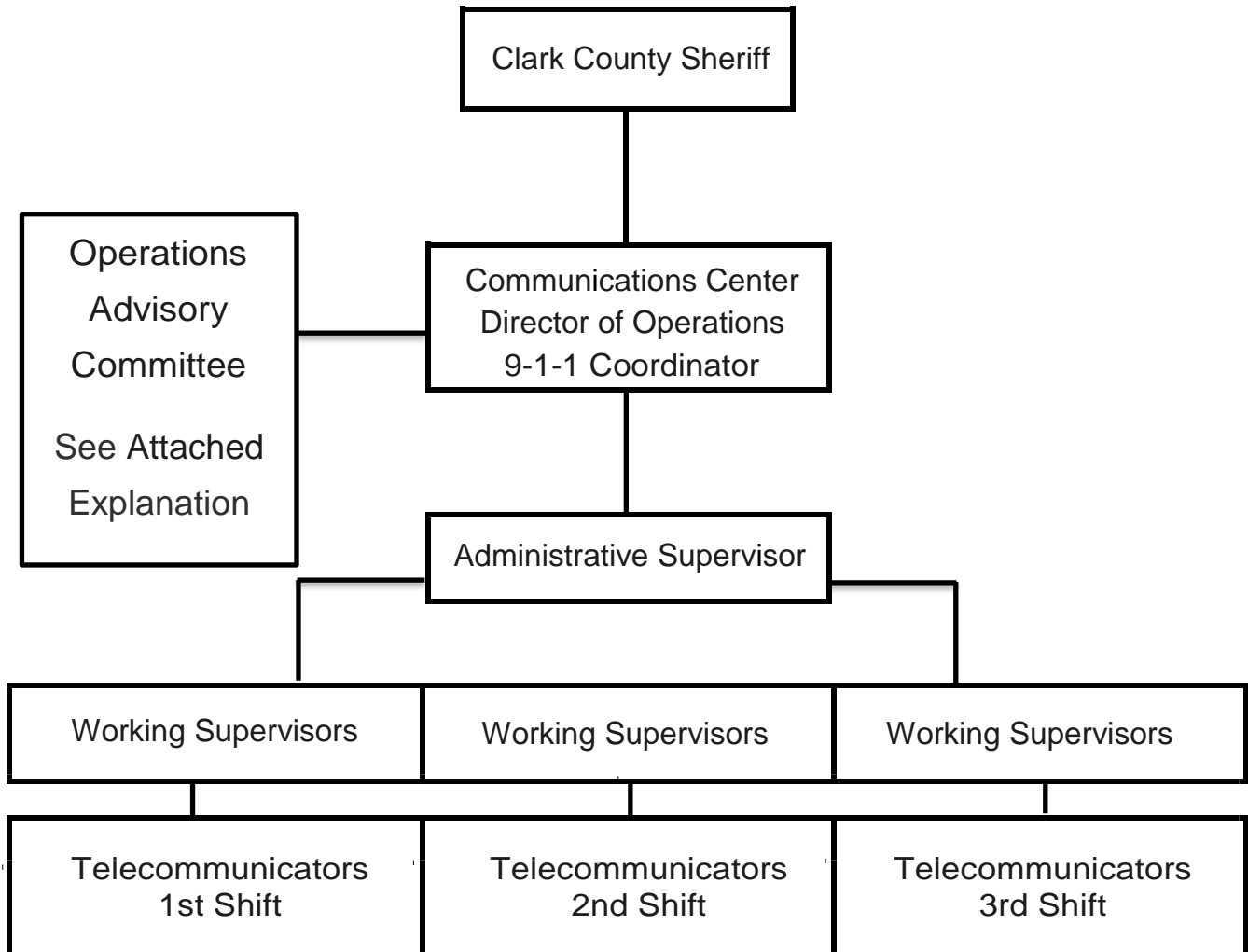


Exhibit 2

911-Tiered Pricing Model

Fee will be calculated based upon the most recent year's call volume available using the formula detailed below.

Number of Calls	Price per Call (\$)
First 2,000	\$22.00
Next 2,000	\$21.00
Next 2,000	\$20.00
Next 2,000	\$19.00
Next 2,000	\$18.00
Next 40,000	\$16.00
Any remaining calls	\$10.00

For example, 79,330 calls would equate to an annual fee of \$1,133,300.

Number of Calls	Price per Call (\$)	Fee
First 2,000	\$22.00	\$44,000
Next 2,000	\$21.00	\$42,000
Next 2,000	\$20.00	\$40,000
Next 2,000	\$19.00	\$38,000
Next 2,000	\$18.00	\$36,000
Next 40,000	\$16.00	\$640,000
29,330	\$10.00	\$293,300
79,330		\$1,133,300

Minimum annual fee is \$10,000

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

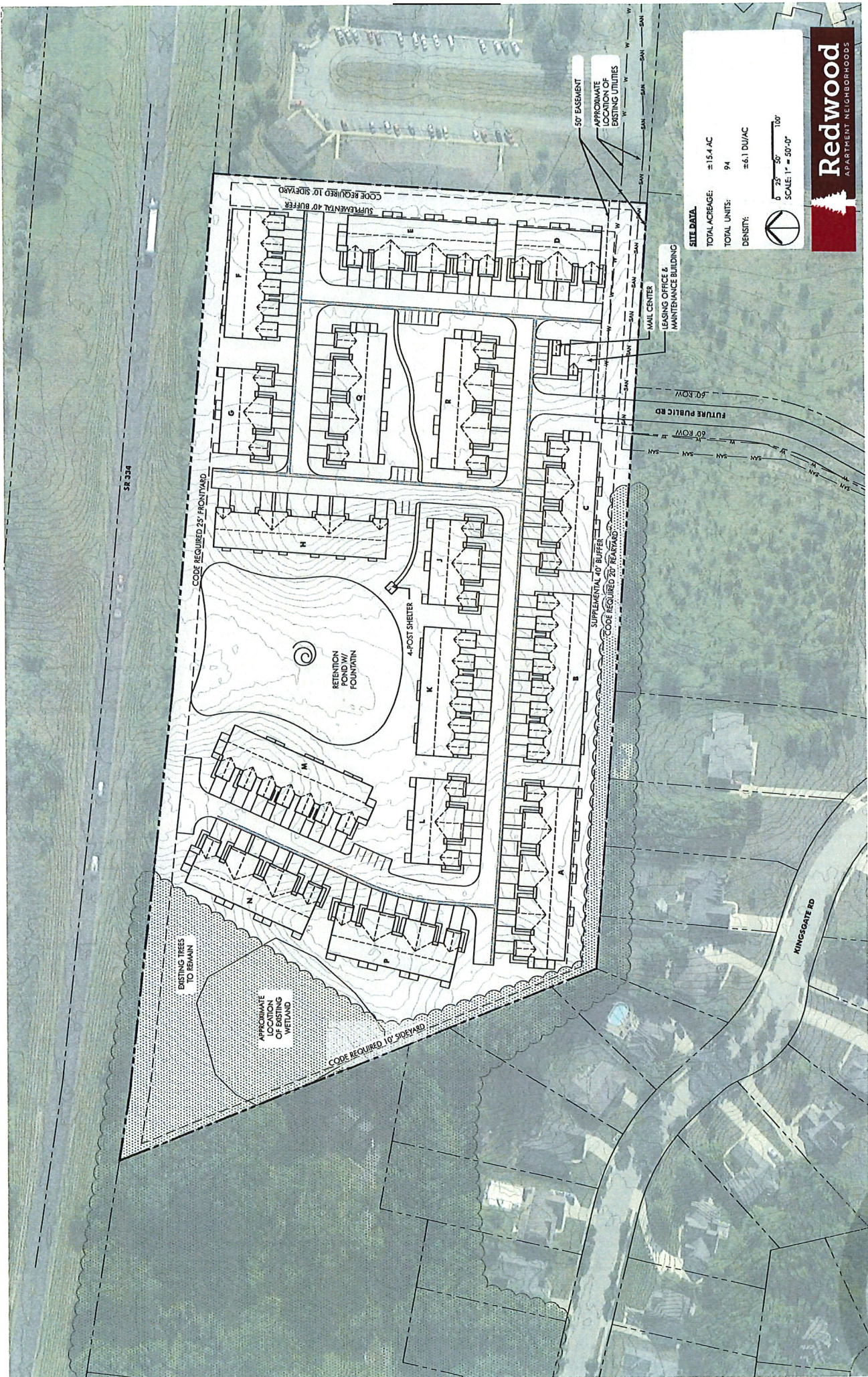
CLERK OF THE CITY COMMISSION

(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



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: 025-20

Agenda Date: 11/2/2020

Today's Date: 10/27/2020

Subject: Moral Obligations

Submitted By: Mark Beckdahl, Finance Director

Department: Finance / Accounting

Contact: Katie Eviston

☐ 14-Day Ordinance

☒ Emergency Ordinance (provide justification below)

☐ Resolution (1 Reading)

☐ 14-Day Resolution (2 Readings)

☐ Emergency Resolution

☐ Motion

☐ Contract

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

It is respectfully requested that legislation be scheduled for inclusion on the regularly scheduled City Commission agenda on November 2, 2020, confirming purchases and the obtaining of services for the City.

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

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

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

Total Cost:

AN ORDINANCE NO. _____

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

...oooOOOooo...

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

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

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

WHEREAS, it is necessary that this Ordinance become effective immediately to prevent unreasonable delay in the payment for work performed and/or services provided and to preserve the City's relationship with its vendors, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

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

Section 1. That the City Commission does hereby approve and confirm the obtaining of the supplies and services hereinafter set forth and the Director of Finance is hereby authorized to make payment of the respective amounts hereinafter indicated from proper items of appropriation. Such supplies and services and the respective amounts of such payments hereby authorized are attached hereto as **Exhibit A**.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

EXHIBIT A

Moral Obligation Listing for 11/2/2020

Department	Vendor	Invoice #	Amount of Moral Ob.	Account #	Invoice Amount
Community Dev. - Code Enforcement	iWorq	194038	\$ 100.00	740001-4020	\$ 100.00
PO was not in place.					
Municipal Court - Clerk	Huntington National Bank	SEP fees	\$ 788.58	610741-4211	\$ 895.25
Invoice exceeds balance remaining on PO.					
Sewer Admin.	Strand Associates	0163724	\$ 1,830.22	331322-4070	\$ 8,366.92
	Strand Associates	0164653	\$ 19,392.14	331322-4070	\$ 19,392.14
PO was not increased prior to period of service.					

Request for Commission Action
City of Springfield, Ohio

Item Number: 014-20

Agenda Date: 11/02/2020

Today's Date: 10/27/2020

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.

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

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
November 2, 2020**

610 AIRPORT FUND

Central Services / Airport	Other Services	19,500.00
Central Services / Airpark Ohio	Other Services	<u>8,500.00</u>
		<u><u>28,000.00</u></u>

680 STORMWATER REVENUE FUND

Service - Administration	Other Services	2,000.00
Engineering	Personal Services	<u>9,000.00</u>
		<u><u>11,000.00</u></u>

902 TRANSIT CAPITAL PROJECT FUND

Finance	Other Services	<u><u>125,000.00</u></u>
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Request for Commission Action

City of Springfield, Ohio

Item Number: 173-20

Agenda Date: 11/2/2020

Today's Date: 10/21/2020

Subject: Amend Price for the Purchase (4) Light Transit Narrow Body Vehicles (LTNs)

Submitted By: Mark Beckdahl, Finance Director

Department: Springfield City Area Transit

Contact: Nikki Weber x7382

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

**Prior
Ordinance/Resolution:** 20-208

**Date of Prior
Ordinance/Resolution:** 8/25/2020

Summary:

It is respectfully requested that the City Commission authorize an amended price for the purchase of (4) Light Transit Narrow Body Vehicles (LTNs) from TESCO in an additional amount of \$4,756 for a new total amount of \$342,844.00. The additional amount is required to order to increase the number of foldaway seats on each bus. This purchase is being made through ODOT contract #248-20.

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

Emergency action necessary to expedite the purchase of the vehicles, as existing vehicles met their useful life in 2011 and 2014.

Department/Division	Fund Description	Account Number	Actual Cost
SCAT	5339 Bus & Facilities Grant	633439-6030	\$4,756.00

Total Cost: \$4,756.00

AN ORDINANCE NO. _____

Authorizing an increase in the cost associated with the purchase of four Light Transit Narrow Body Vehicles for an amount not to exceed \$4,756.00, for a total amount not to exceed \$342,844.00, from TESCO, through the Ohio Department of Transportation Cooperative Purchasing Program in accordance with the provisions of Section 5513.01(B) of the Ohio Revised Code; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, pursuant to Ordinance No. 17-141, the City has opted to secure to itself the benefits of the Ohio Department of Transportation Cooperative Purchasing Program pursuant to Section 5513.01(B) of the Ohio Revised Code; and

WHEREAS, in Ordinance No. 20-208, this Commission authorized the purchase four Light Transit Narrow Body Vehicles through the Ohio Department of Transportation Cooperative Purchasing Program, Contract #DOT 248-20; and

WHEREAS, additional funds are needed in order to install foldaway seats on each of the 4 Light Transit Narrow Body Vehicles; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to expedite the purchase of the vehicles, 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 an increase in the cost with the purchase four Light Transit Narrow Body Vehicles for an amount not to exceed \$4,756.00, for a total amount not to exceed \$342,844.00 from TESCO, 6401 Seamon Road, Oregon, Ohio 43616, through the Ohio Department of Transportation Cooperative Purchasing Program, Contract #DOT 248-20, in accordance with the provisions of Section 5513.01(B) of the Ohio Revised Code, is hereby authorized.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action

City of Springfield, Ohio

Item Number: 155-19

Agenda Date: November 2, 2020

Today's Date: October 22, 2020

Subject: G Suite Business Email License Increase

Submitted By: Mark Beckdahl

Department: Information Technology

Contact: Gary Peters

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

**Prior
Ordinance/Resolution:** 20-134

**Date of Prior
Ordinance/Resolution:** 5/19/2020

Summary:

It is respectfully requested that the City Commission authorize the increase to the purchase order approved in Ordinance 20-134 in an amount not to exceed \$7,357.60, for a total amount not to exceed \$75,528.85, for purchase of eighty-five (85) additional G Suite Business licenses from Onix Networking Corp., 18519 Detroit Ave., Lakewood, OH 44107.

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

An emergency ordinance is being requested to facilitate the immediate need of additional accounts.

Department/Division	Fund Description	Account Number	Actual Cost
Water	701-Permanent Improvements	19062900-602200(701)	\$3,678.80
Sewer	701-Permanent Improvements	19063700-602200(701)	\$3,678.80

Total Cost: \$7,357.60

AN ORDINANCE NO. _____

Authorizing the increase of a purchase order in an amount not to exceed \$7,357.60, for a total cost not to exceed \$75,528.85, for the purchase of 85 additional G-Suite Business Licenses and support from Onix Networking Corp.; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, this Commission authorized the issuance of a purchase order to Onix Networking Corp. for the purchase of 525 G-Suite Business Licenses and support in Ordinance No. 20-134; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to have the additional licenses available at the earliest possible time, 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 increase of a purchase order in an amount not to exceed \$7,357.60, for a total cost not to exceed \$75,528.85, is hereby authorized for the purchase of 85 additional G-Suite Business Licenses and support from Onix Networking Corp.

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: **004-18**

Agenda Date: November 2, 2020

Today's Date: October 27, 2020

Subject: Authorize Amendment #2 to the contract with Everett J. Prescott, Inc. for the purchase of water meters

Submitted By: Chris Moore, Service Director

Department: Service

Contact: Leslie McDermott, 525-5848

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

**Prior
Ordinance/Resolution:** 2018-0009
2020-0247

**Date of Prior
Ordinance/Resolution:** 1/16/2018
10/6/2020

Summary:

It is respectfully requested that Commission authorize Amendment #2 to the contract with Everett J. Prescott, Inc. of 145 South Alex Road, West Carrollton, Ohio 45449 for the purchase of water meter equipment for a new contract amount not to exceed \$930,784.65, an increase of \$200,000.

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

Emergency action is requested so that water meters can be installed as needed and not interrupt water service for customers.

Department/Division	Fund Description	Account Number	Actual Cost
Service/Water Distribution	Water Fund 620	240218-4316	200,000

Total Cost: \$200,000

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into Amendment No. 2 to the contract for the purchase of water meter equipment with Everett J. Prescott, Inc. to increase the contract amount by \$200,000.00, for a total amount not to exceed \$930,784.65; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, this Commission authorized the City Manager to enter into a contract with Everett J. Prescott, Inc. for the purchase of water meter equipment in Ordinance No. 18-9, and amended in Ordinance No. 20-247; and

WHEREAS, the City wishes to modify the contract amount in order to continue installing water meters for customers and avoid a disruption in services; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to avoid an interruption in services, 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 Amendment No. 2 to the contract for the purchase of water meter equipment with Everett J. Prescott, Inc., a copy of which is attached hereto and is hereby approved, to increase the contract amount by \$200,000.00, for a total amount not to exceed \$930,784.65.

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

CONTRACT

Amendment No. 2

THIS AMENDMENT made and entered into as of the ____ day of _____, 2020 by and between The City of Springfield, Ohio ("City") and Everett J. Prescott, Inc., whose mailing address is 145 South Alex Road, West Carrollton, Ohio 45449 ("Contractor").

WHEREAS, City and Contractor have entered into a Contract dated January 30, 2018 ("Original Agreement") and wish to modify certain provisions of the Subject Agreement to their mutual benefit.

NOW, THEREFORE, the parties mutually agree as follows:

Section A. Section 2 of the Original Agreement be and hereby is amended to read as follows:

Section 2. The City agrees to pay, and the Contractor agrees to accept as full payment, for all work performed in accordance with the Contract Documents at the unit price or lump sum amount quoted by the Contractor for such work in the Contractor's written bid to the City; provided, however, that the total amount paid pursuant to this Contract shall not exceed ~~\$730,784.65~~ 930,784.65, unless authorized by ordinance adopted by the City Commission of the City.

Section B. Full Force and Effect. Except as amended hereby, the Original Agreement shall remain in full force and effect, and the terms of such Original Agreement are incorporated herein by reference, as if fully set forth herein.

Section C. In the event of any inconsistency between the terms of this Amendment and the Original Agreement, this Agreement shall govern and control in all instances.

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

APPROVED AS TO FORM
AND CORRECTNESS:

THE CITY OF SPRINGFIELD, OHIO

By: _____
Jill N. Allen, Law Director

BY _____
Bryan Heck, Its City Manager

Date _____

EVERETT J. PRESCOTT, 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 Katherine L. Iron Necklace
Its Administrator
Katherine L. Iron Necklace

Finance Director

Request for Commission Action

City of Springfield, Ohio

Item Number: 207-20

Agenda Date: 11/2/2020

Today's Date: 10/27/2020

Subject: Accept Ohio Department of Transportation Elderly & Disabled Grant for 2021

Submitted By: Mark Beckdahl, Finance Director

Department: Springfield City Area Transit (SCAT)

Contact: Nikki Weber x7382

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

Prior
Ordinance/Resolution:

Date of Prior
Ordinance/Resolution:

Summary:

Respectfully request City Commission to authorize the City Manager to enter into a Grant Contract with the State of Ohio, Department of Transportation to accept funds for FY 2021 in the amount of \$25,579.00 from the Ohio Elderly and Disabled Transit Fare Assistance Program; authorizing the City Manager and Finance Director to perform all acts and execute all documents considered necessary to fulfill the City's obligations under said contract, to comply with all relevant local, state, and federal legal requirements, and to provide assurances and additional information as required by the Ohio Department of Transportation; and declaring an emergency

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

Emergency action necessary for timely submission of grant agreement.

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

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Grant Contract with the State of Ohio, Department of Transportation to accept funds in the amount of \$25,579.00 from the Ohio Elderly and Disabled Transit Fare Assistance Program; authorizing the City Manager and Director of Finance to perform all acts and execute all documents considered necessary to fulfill the City's obligations under said contract, to comply with all relevant local, state and federal legal requirements, and to provide assurances and additional information as required by the Ohio Department of Transportation; and declaring an emergency therein.

...oooOOOooo...

WHEREAS, the State of Ohio, Department of Transportation, has made available funds in the amount of \$25,579.00 to assist public transportation systems in Ohio; and

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

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

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

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

Section 1. That the City Manager is hereby authorized to enter into a Grant Contract with the State of Ohio, Department of Transportation, said agreement being substantially similar to the FY2020 agreement attached hereto, to accept funds in the amount of \$25,579.00 from the Ohio Elderly and Disabled Transit Fare Assistance Program.

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

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION



OHIO DEPARTMENT OF TRANSPORTATION

ELDERLY AND DISABLED TRANSIT FARE
ASSISTANCE PROGRAM

GRANT CONTRACT

BETWEEN

CITY OF SPRINGFIELD

AND THE

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

CONTRACT NO. EHTA-0083-GRF-201

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

Elderly: any person 65 years of age or older.

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

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

Grantee: City of Springfield.

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to waive any other breach hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 23. FEDERAL NONDISCRIMINATION REQUIREMENTS:

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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

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

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

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


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

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

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

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

FOR THE GRANTEE:

By: 

Print Name: Bryan Heck

Title: City Manager

Date: 12/03/2019

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

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

Date: 12/06/2019

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

Date Received:

Signature Certificate



Document Reference: LTPN8MIYTKGHLX3DHCATAV

RightSignature
Easy Online Document Signing



Jennifer Townley

Party ID: RY8RZAJ5WKPIAMBXS246FV

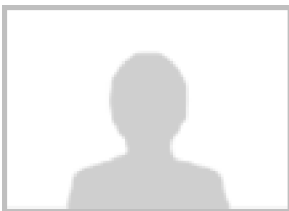
IP Address: 156.63.69.133

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

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

3939553409bce6dade7f84712c34d5d908dbea1e



Bryan Heck

Party ID: 3XUG53ICJLNRMJL37GY8F9

IP Address: 69.61.135.162

VERIFIED EMAIL: bheck@springfieldohio.gov

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

fa8998181a631660070ad5712d2a497dccea8f9b



Timestamp

2019-12-06 12:52:21 -0800

2019-12-06 12:52:20 -0800

2019-12-06 12:52:06 -0800

2019-12-03 10:06:17 -0800

2019-12-03 10:05:29 -0800

2019-11-07 06:37:54 -0800

Audit

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

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

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

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

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

Document created by Olivia Hook (olivia.hook@dot.ohio.gov). - 156.63.69.14



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

Request for Commission Action

City of Springfield, Ohio

Item Number: 109-20

Agenda Date: 11/2/2020

Today's Date: 10/27/2020

Subject: Change Order No. 1 with Shelly Company for the 2020 PI Paving Project

Submitted By: Kurt Tyson, Construction Superintendent

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: 20-114

Date of Prior
Ordinance/Resolution: 4/21/20

Summary:

Work continues on the above referenced project. An addition of pulverization was needed on for work on Euclid as well as a switch in the type of asphalt due to no concrete base. Also, extra work was needed on Oakwood Place sewer due to conflicts found during excavation. In order to compensate the contractor for these quantity changes and extra work, a change order must be authorized by City Commission.

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

It is the recommendation of this office that the City Commission authorize the City Manager to confirm and approve change order No. 1 with Shelly Company, in the amount of \$14,444.96 by emergency ordinance at their November 2nd meeting.

Department/Division	Fund Description	Account Number	Actual Cost
Service / Engineering	PI	140012-6070 (4770)	\$ 22,888.00
Service / Engineering	Sewer (Bill Edwards)	140638-6050 (7199)	\$ (2,431.58)
Service / Engineering	CDBG (Euclid Avenue)		\$ (6,011.46)

Total Cost: \$ 14,444.96

AN ORDINANCE NO. _____

Confirming and approving Change Order No. 1 to the contract between the City and The Shelly Company for the 2020 PI Paving Project, to increase the contract in an amount not to exceed \$14,444.96, for a total amount not to exceed \$1,946,902.89; and authorizing the City Manager to execute said Change Order No. 1; and declaring an emergency therein.

...oooOOOooo...

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

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

Section 1. That this Commission hereby confirms and approves Change Order No. 1 to the contract between the City and The Shelly Company for the 2020 PI Paving Project, to increase the contract in an amount not to exceed \$14,444.96, for a total amount not to exceed \$1,946,902.89.

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

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CONTRACT CHANGE ORDER

NUMBER 1

DATE October 27, 2020

TYPE OF PROJECT: 2020 PI Paving

CONTRACTOR: Shelly Company, 1700 Fostoria Ave., Suite 200, Findlay, OH 45840

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

ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
	NOTE ATTACHED SHEETS		
TOTAL INCREASE			\$302,223.27
TOTAL DECREASE		(\$287,778.31)	

The sum of **\$14,444.96** is hereby added to, ~~deducted from~~ the total. Therefore, the adjusted contract price to date is **\$1,946,902.89**.

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

ACCEPTED BY: _____
Contractor

Date

RECOMMENDED BY: _____
Construction Superintendent

Date

APPROVED BY: _____
City Manager

Date

CONTRACT CHANGE ORDER

2020 PI Paving			
ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
202	Curb Removed 73FT @ \$11.00		\$803.00
608	8" Concrete Drive 1,331 SF @ \$9.50		\$12,644.50
609	Curb & Gutter, Type B, Straight 214 FT @ \$37.00		\$7,918.00
653	Topsoil Furnished and Placed 11 CY @ \$100.00		\$1,100.00
644	Transverse Line, White 17 FT @ \$4.50		\$76.50
644	Parking Lot Stall Marking 346 FT @ \$1.00		\$346.00
202	Walk Removed (43) SF @ \$1.02	(\$43.86)	
202	Drive Removed (67) SF @ \$2.29	(\$153.43)	
202	Curb and Gutter Removed (48) FT @ \$7.11	(\$341.28)	
202	Pipe Removed, 24" and Under (34) FT @ \$10.42	(\$354.28)	
261	Pavement Restoration, Type A (27) SY @ \$80.00	(\$2,160.00)	
261	Pavement Restoration, Type A, As Per Plan (252) SY @ \$35.00	(\$8,820.00)	
261	Pavement Restoration, Type A, As Per Plan (51) LF @ \$55.00	(\$2,805.00)	
410	Traffic Compacted Surface, Type A or B (40) CY @ \$386.16	(\$15,446.40)	
803	6" Conduit, Type A (7) FT @ \$83.33	(\$583.31)	
803	8" Conduit, Type A 51.5 FT @ \$75.20		\$3,872.80
803	12" Conduit, Type B 0.50 FT @ \$71.39		\$35.70
803	15" Conduit, Type B (5) FT @ \$109.75	(\$548.75)	
202	Pavement Removed (1,530) SY @ \$11.69	(\$17,885.70)	
204	Excavation of Subgrade: 12" (510) CY @ \$24.90	(\$12,699.00)	
204	Granular Material, Type B (510) CY @ \$49.54	(\$25,265.40)	
204	Subgrade Compaction (1,530) SY @ \$1.68	(\$2,570.40)	

CONTRACT CHANGE ORDER

2020 PI Paving			
ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
254	Patching Planed Surface, As Per Plan (500) SY @ \$10.00	(\$5,000.00)	
254	Pavement Planing, Asphalt Concrete (15,301) SY @ \$2.50	(\$38,252.50)	
261	Pavement Restoration: Type D-Mod, As Per Plan (659) LF @ \$25.00	(\$16,475.00)	
261	Pavement Restoration: Type D-Mod (Base Repair) (1,530) SY @ \$60.00	(\$91,800.00)	
441	Asphalt Concrete Intermediate Course, (448), Type 1 (638) TON @ \$73.00	(\$46,574.00)	
SPEC	Extra work due to alignment and placement of new utilities on various streets due to obstructions encountered and existing utilities uncovered in the field 1 LS @ \$24,916.23		\$24,916.23
262	Bituminous Base Pulverizing and Shaping, As Per Plan 14,098 SY @ \$11.23		\$158,320.54
441	Asphalt Concrete Intermediate Course, (448), Type 2 1,317 TON @ \$70.00		\$92,190.00
TOTAL INCREASE			\$302,223.27
TOTAL DECREASE		(\$287,778.31)	

Request for Commission Action

City of Springfield, Ohio

Item Number: 007-19

Agenda Date: 11/2/2020

Today's Date: 10/26/2020

Subject: Necessity to appropriate interests in property for the CLA Sidewalk Project, PID No. 109478.

Submitted By: Leo Shanayda, City Engineer

Department: Service

Contact: Chris Moore x5800

☐ 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:

An emergency resolution is requested finding the necessity to appropriate interests in real property in connection with providing easements needed for the CLA Sidewalk Project, PID No. 109478.

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

Emergency action is requested as appraisals of the fair market values of the subject interests in real property have been prepared and the City intends to commence negotiations with the owners of the subject interests in real property as soon as possible to enable the City certify right-of-way to ODOT and to perform the construction of the CLA Sidewalk Project, PID No. 109478.

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

Total Cost:

RESOLUTION NO. _____

Finding the necessity and declaring the intent to appropriate interests in real property in connection with providing easements necessary for the public purpose of the installation of sidewalk where there currently is none on Home Road from 1629 Home Road to Belmont Avenue, and on North Limestone Street from Julia Turner Way to Red Coach Drive; and declaring an emergency therein.

...oooOOOooo...

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

WHEREAS, the real property interests described in the attached Exhibits describing Parcels 11-T, 12-T, and 14-T, are the subject of this Resolution and are needed for the installation of sidewalk where there currently is none on Home Road from 1629 Home Road to Belmont Avenue, and on North Limestone Street from Julia Turner Way to Red Coach Drive; and

WHEREAS, estimates of the fair market values of the subject interests in real property have been prepared and the City intends to commence negotiations with the owners of the subject interests in real property as soon as possible to enable the City to perform the installation of sidewalk where there currently is none on Home Road from 1629 Home Road to Belmont Avenue, and on North Limestone Street from Julia Turner Way to Red Coach Drive, and property owners are awaiting the offers of just compensation and should be informed of the just compensation to be offered immediately now that the valuation work has been completed; further negotiations with property owners should be commenced immediately to ensure that right-of-way certification can be made to ODOT and construction can be performed during the 2021 construction season; all of which this City Commission finds constitutes an emergency to preserve the public peace, health, safety and property, necessitating the immediate effectiveness of this Resolution: NOW, THEREFORE:

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

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

Section 2. That this City Commission finds that the real property interests in the subject properties, as described in the Exhibits describing Parcels 11-T, 12-T, and 14-T, attached hereto and made a part of this Resolution, are needed for the public purpose

of installation of sidewalk where there currently is none on Home Road from 1629 Home Road to Belmont Avenue, and on North Limestone Street from Julia Turner Way to Red Coach Drive, and the City intends to appropriate such interests in real property for that purpose.

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

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

EXHIBIT A

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 03/02/20

PID 109478

**PARCEL 11-T
SEC. 30, TOWN 5, RANGE 9, B.M.R.S.
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A SIDEWALK
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF SPRINGFIELD, CLARK COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Clark, City of Springfield and being part of the northeast quarter of Section 30, Town 5, Range 9, B.M.R.S. and part of a 0.60 acre tract conveyed to Florence J. Williams and Kenneth Williams in O.R. 560, Page 238 of the Official Records of Clark County Ohio and more particularly described as follow:

Beginning at Sta 115+56.21, 40.00' Right of the E. Home Rd. Relocation plat as recorded in Plat Book 13, Page 15 of the Plat Records of Clark County Ohio, thence with the right-of-way of Home Road, S 82° 43' 18" E, 100.31 feet to Sta. 116+56.52, 40.00' Right;

Thence with the west line of a 3.95 acre tract conveyed to David L. Mesalam and Christine Mesalam in O.R. 850, Page 92, S 7° 16' 42" W, 5.00 feet to Sta. 116+56.52, 45.00' Right;

Thence with new lines the following 3 courses:

N 82° 43' 18" W, 56.52 feet to a Sta. 116+00, 45.00' Right;

S 7° 16' 42" W, 2.00 feet to a Sta. 116+00, 47.00' Right;

N 82° 43' 18" W, 43.63 feet to Sta. 115+56.37, 47.00' Right;

Thence with the east line of a 1.27 acre tract conveyed to Trevelyan McCoy in O.R. 2143, Page 4840, N 5° 54' 38" E, 7.00 feet to the place of beginning and containing 0.014 acres, 0.000 acres in right-of-way and subject however, to all rights-of-way, easements, and restrictions of record.

EXHIBIT A

Page 2 of 2

LPA RX 887 T

Rev. 07/09

The above description is based upon a field survey performed in June of 2019 and boundary resolution performed by Crawford, Murphy & Tilly, Inc., under the direct supervision of Ryan D. Hillard, Ohio Registered Surveyor No. 8558.

Crawford, Murphy & Tilly, Inc.

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

3/2/20
Date



EXHIBIT A

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 03/02/20

PID 109478

**PARCEL 12-T
SEC. 30. TOWN 5. RANGE 9. B.M.R.S.
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A SIDEWALK
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF SPRINGFIELD, CLARK COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Clark, City of Springfield and being part of the northeast quarter of Section 30, Town 5, Range 9, B.M.R.S. and part of a 3.95 acre tract conveyed to David L. Mesalam and Christine Mesalam in O.R. 850, Page 92 of the Official Records of Clark County Ohio and more particularly described as follow:

Beginning at Sta 116+56.52, 40.00' Right of the E. Home Rd. Relocation plat as recorded in Plat Book 13, Page 15 of the Plat Records of Clark County Ohio, thence with the right-of-way of Home Road, S 82° 43' 18" E, 128.66 feet to Sta. 117+85.18, 40.00' Right;

Thence with the west right-of-way line of Old Home Road, S 7° 16' 42" W, 5.00 feet to Sta. 117+85.18, 45.00' Right;

Thence N 82° 43' 18" W, 128.66 feet to Sta. 116+56.52, 45.00' Right on the east line of a 0.60 acre tract conveyed to Florence J. Williams and Kenneth Williams in O.R 560, Page 238;

Thence with the east line of said 0.60 acre tract, N 7° 16' 42" E, 5.00 feet to the place of beginning and containing 0.015 acres, 0.000 acres in right-of-way and subject however, to all rights-of-way, easements, and restrictions of record.

EXHIBIT A

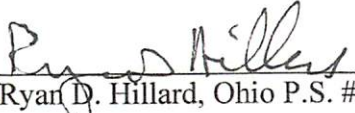
LPA RX 887 T

Page 2 of 2

Rev. 07/09

The above description is based upon a field survey performed in June of 2019 and boundary resolution performed by Crawford, Murphy & Tilly, Inc., under the direct supervision of Ryan D. Hillard, Ohio Registered Surveyor No. 8558.

Crawford, Murphy & Tilly, Inc.

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

3/2/20
Date



EXHIBIT A

Page 1 of 2

Rev. 07/09

LPA RX 887 T

Ver. Date 03/02/20

PID 109478

**PARCEL 14-T
SEC. 30, TOWN 5, RANGE 9, B.M.R.S.
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A SIDEWALK
FOR 18 MONTHS FROM DATE OF ENTRY BY THE
CITY OF SPRINGFIELD, CLARK COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Clark, City of Springfield and being part of the northeast quarter of Section 30, Town 5, Range 9, B.M.R.S. and part of a 3.88 acre tract conveyed to Rosina M. Matthies and Angela L. Recker, Trustees in O.R. 981, Page 213 of the Official Records of Clark County Ohio and more particularly described as follow:

Beginning at Sta. 120+38.03, 40.00' Right of the E. Home Rd. Relocation plat as recorded in Plat Book 13, Page 15 of the Plat Records of Clark County Ohio, thence with the right-of-way of Home Road, a curve to the left with a radius of 17228.73', length of 436.24', Chord of S 83° 48' 48" E, 436.23' and a Delta of 1° 27' 03" to a point of tangency at Sta. 124+73.26, 40.00' Right;

Thence S 84° 32' 19" E, 286.26 feet to Sta. 127+59.53, 40.00' Right;

Thence with the right-of-way of Belmont Avenue, S 30° 7' 33" E, 3.69 feet to Sta. 127+61.67, 43.00' Right;

Thence with new lines the following 2 courses:

N 84° 32' 19" W, 288.41 feet to Sta. 124+73.26, 43.00' Right

With a curve to the right, Delta 1° 27' 02", Radius of 17,231.73 feet, Length of 436.25 feet, Chord of N 83° 48' 48" W, 436.24 feet to Sta. 120+38.11, 43.00' Right;

Thence with the east line of a 0.70 acre tract conveyed to New North Street African Methodist Episcopal Church in D.V. 827, Page 133 of the Deed Records of Clark County Ohio, N 05° 32' 40" E, 3.00 feet to the place of beginning and containing 0.050 acres, 0.000 acres in right-of-way and subject however, to all rights-of-way, easements, and restrictions of record.

EXHIBIT A

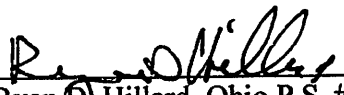
LPA RX 887 T

Page 2 of 2

Rev. 07/09

The above description is based upon a field survey performed in June of 2019 and boundary resolution performed by Crawford, Murphy & Tilly, Inc., under the direct supervision of Ryan D. Hillard, Ohio Registered Surveyor No. 8558.

Crawford, Murphy & Tilly, Inc.

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

3/2/20
Date



Request for Commission Action

City of Springfield, Ohio

Item Number: 129-19

Agenda Date: 11/2/2020

Today's Date: 10/27/2020

Subject: Necessity to appropriate interests in property for the Eastern Pressure District Waterline Upgrades Project.

Submitted By: Leo Shanayda, City Engineer

Department: Service

Contact: Chris Moore x5800

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

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

An emergency resolution is requested finding the necessity to appropriate interests in real property in connection with providing easements needed for the Eastern Pressure District Waterline Upgrades Project.

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

Emergency action is requested as appraisals of the fair market values of the subject interests in real property have been prepared and the City intends to commence negotiations with the owners of the subject interests in real property as soon as possible to enable the City.

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

RESOLUTION NO. _____

Finding the necessity and declaring the intent to appropriate interests in real property in connection with providing easements necessary for the public purpose of constructing, reconstructing, operating and maintaining water infrastructure; and declaring an emergency therein.

...oooOOOooo...

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

WHEREAS, the real property interests described in the attached Exhibits describing Parcels 1-U, 2-T, 3-T, 4-T1, 4-T2, 5-T1, 5-T2, 6-T, 7-T, and 8-T, are the subject of this Resolution and are needed for the constructing, reconstructing, operating and maintaining water infrastructure in association with the Eastern Pressure District Waterline Upgrades project; and

WHEREAS, appraisals of the fair market values of the subject interests in real property have been prepared and the City intends to commence negotiations with the owners of the subject interests in real property as soon as possible to enable the City to perform the construction of the Eastern Pressure District Waterline Upgrades at the earliest possible time, which this City Commission finds constitutes an emergency to preserve the public peace, health, safety and property, necessitating the immediate effectiveness of this Resolution: NOW, THEREFORE:

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

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

Section 2. That this City Commission finds that the real property interests in the subject properties, as described in the Exhibits describing Parcels 1-U, 2-T, 3-T, 4-T1, 4-T2, 5-T1, 5-T2, 6-T, 7-T, and 8-T, attached hereto and made a part of this Resolution, are needed for the public purpose of constructing, reconstructing, operating and maintaining water infrastructure, and the City intends to appropriate such interests in real property for that purpose.

Section 3. That the Mayor is authorized to cause written notice of the passage of this Resolution to be given to the owners and persons in possession or having an

interest of record in the subject real property. The notice shall be served and returned according to law.

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

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

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

**THE MERCHANTS NATIONAL BANK
PERMANENT EASEMENT
0.0280 ACRES**

Situated in the State of Ohio, County of Clark, City of Springfield, Section 17, Township 5, Range 9, B.T.M.R.S., and being part of Lot 2 of Eastside Square Replat of Lot 18972, as recorded in Plat Book 18, Page 224 and conveyed to The Merchants National Bank, a National Banking Association, by Official Record 1851, Page 1075 of said county records and bounded and described as follows:

BEGINNING at a 5/8 inch rebar (found) at the northeast corner of said Lot 2, the Grantor's northeast corner and being on the south existing limited access easement of U.S. 40 (Right of Way width varies);

Thence on the south existing limited access easement of U.S. 40 and the Grantor's east line, **South 00 degrees 04 minutes 26 seconds West**, a distance of **7.50 feet** to a point;

Thence through the Grantor's lands, **South 89 degrees 28 minutes 18 seconds West**, a distance of **162.66 feet** to a point;

Thence continuing through the Grantor's lands, **North 00 degrees 31 minutes 42 seconds West**, a distance of **7.50 feet** to a point on the south existing limited access easement of U.S. 40 and the Grantor's north line;

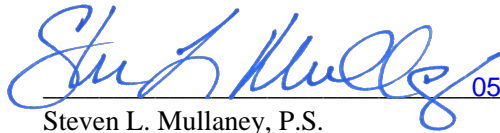
Thence on the south existing limited access easement of U.S. 40 and the Grantor's north line, **North 89 degrees 28 minutes 18 seconds East**, a distance of **162.74 feet** to the **Point of Beginning**, containing 0.0280 acres (1220 Square Feet), of which the present road occupies 0.0000 acres, and being part of Clark County Auditor's Parcel Number 305-07-00017-410-007.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, South Zone, NAD83(2011).

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from an actual field survey conducted in November, 2019.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.
dba GPD Group


Steven L. Mullaney, P.S.
Ohio Professional Surveyor No. 7900

05/22/2020

**BALALOSKI HOLDING CO. LLC
TEMPORARY EASEMENT
0.0315 ACRES**

Situated in the State of Ohio, County of Clark, City of Springfield, Section 17, Township 5, Range 9, B.T.M.R.S. and being part of Lot 19112 of the Replat of Lot 18972 as recorded in Plat Book 18, Page 224 and conveyed to Balaloski Holding Co. LLC, an Ohio Limited Liability Company, by Official Record 1860, Page 832 of said county records and bounded and described as follows:

BEGINNING at the northeast corner of Lot 19112, the Grantor's northeast corner and the northwest corner of lands conveyed to the Diomidis Zouridis, Trustee of the Diomidis Zouridis Revocable Trust UTA Dated April 5, 2005 (1/2 Interest) and Harriet Zouridis, Trustee of the Harriet Zouridis Revocable Trust UTA Dated April 5, 2005 (1/2 Interest), as recorded in Official Record 1861, Page 336, on the south existing limited access of U.S. 40 (Right of Way width varies as found on the date of this survey);

Thence on the Grantor's east line and the west line of said Zouridis Revocable Trust lands, **South 05 degrees 08 minutes 22 seconds West**, a distance of **5.01 feet** to a point;

Thence through the Grantor's lands, **Northwesterly**, an arc distance of **231.02 feet** on the arc of a curve deflecting to the left, having a central angle of **00 degrees 37 minutes 05 seconds**, a radius of **21420.92 feet** and a chord that bears **North 89 degrees 32 minutes 31 seconds West**, a distance of **231.02 feet** to a point;

Thence continuing through the Grantor's lands, **South 78 degrees 31 minutes 41 seconds West**, a distance of **43.11 feet** to a point on the east existing right of way of South Tuttle Road (R/W width varies) and the Grantor's west line;

Thence on the east existing right of way of South Tuttle Road and the Grantor's west line, **North 00 degrees 04 minutes 26 seconds East**, a distance of **5.10 feet** to a point on the south existing limited access of U.S. 40 (R/W width varies);

Thence on the south existing limited access of U.S. 40, **North 78 degrees 31 minutes 41 seconds East**, a distance of **42.60 feet** to a point;

Thence continuing on the south existing limited access of U.S. 40, **Southeasterly**, an arc distance of **231.96 feet**, on the arc of a curve deflecting to the right, having a central angle of **00 degrees 37 minutes 13 seconds**, a radius of **21425.92 feet** and a chord that bears **South 89 degrees 32 minutes 31 seconds East**, a distance of **231.96 feet** to the **Point of Beginning**, containing 0.0315 acres (1371 Square Feet), of which the present road occupies 0.0000 acres, and being part of Clark County Auditor's Parcel Number 305-07-00017-411-001.

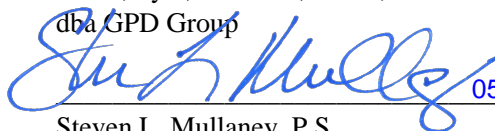
The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, South Zone, NAD83(2011).

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from an actual field survey conducted in November, 2019.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.

dba GPD Group

 05/22/2020

Steven L. Mullaney, P.S.

Ohio Professional Surveyor No. 7900

**BIRD ROAD PROPERTY, LLC
TEMPORARY EASEMENT
0.0115 ACRES**

Situated in the State of Ohio, County of Clark, City of Springfield, Section 11, Township 5, Range 9, B.T.M.R.S. and being part of a tract conveyed to the Bird Road Property, LLC, by Official Record 2157, Page 1096 of said county records and bounded and described as follows:

COMMENCING at the Grantor's northeast corner, at the intersection of the south existing limited access right of way of U.S. 40 and the west existing right of way of Bird Road (Right of Way width varies);

Thence on the west existing right of way of Bird Road and the Grantor's east line, **South 01 degrees 05 minutes 36 seconds West**, a distance of **45.57 feet** to the **POINT OF BEGINNING**;

Thence continuing on the west existing right of way of Bird Road and the Grantor's east line, **South 22 degrees 43 minutes 13 seconds West**, a distance of **50.00 feet** to a point;

Thence through the Grantor's lands, **North 67 degrees 16 minutes 47 seconds West**, a distance of **10.00 feet** to a point;

Thence continuing through the Grantor's lands, **North 22 degrees 43 minutes 13 seconds East**, a distance of **50.00 feet** to a point;

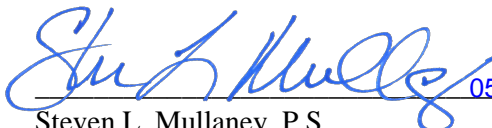
Thence continuing through the Grantor's lands, **South 67 degrees 16 minutes 47 seconds East**, a distance of **10.00 feet** to the **Point of Beginning**, containing 0.0115 acres (500 Square Feet), of which the present road occupies 0.0000 acres, and being part of Clark County Auditor's Parcel Number 305-07-00011-304-002.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, South Zone, NAD83(2011).

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from an actual field survey conducted in November, 2019.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.
dba GPD Group

 05/22/2020
Steven L. Mullaney, P.S.
Ohio Professional Surveyor No. 7900

CHAKERES THEATERS, INC.
TEMPORARY EASEMENT
0.0115 ACRES

Situated in the State of Ohio, County of Clark, Springfield Township, Section 10, Township 5, Range 9, B.T.M.R.S. and being part of a tract conveyed to Chakeres Theaters, Inc., by Official Record 1979, Page 1716 of said county records and bounded and described as follows:

COMMENCING at the Grantor's southwest corner and the northwest corner of lands conveyed to Paul Robert Chaney, as recorded in Official Record 1686, Page 98, on the east existing right of way of Bird Road (60' Right of Way);

Thence on the east existing right of way of Bird Road and the Grantor's west line, **North 05 degrees 38 minutes 56 seconds East**, a distance of **376.42 feet** to the **POINT OF BEGINNING**;

Thence continuing on the east existing right of way of Bird Road and the Grantor's west line, **North 05 degrees 38 minutes 56 seconds East**, a distance of **50.00 feet** to a point;

Thence through the Grantor's lands, **South 84 degrees 21 minutes 04 seconds East**, a distance of **10.00 feet** to a point;

Thence continuing through the Grantor's lands, **South 05 degrees 38 minutes 56 seconds West**, a distance of **50.00 feet** to a point;

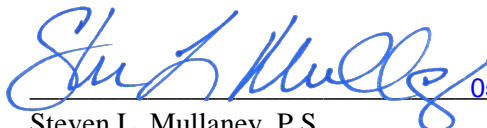
Thence continuing through the Grantor's lands, **North 84 degrees 21 minutes 04 seconds West**, a distance of **10.00 feet** to the **Point of Beginning**, containing 0.0115 acres (500 Square Feet), of which the present road occupies 0.0000 acres, and being part of Clark County Auditor's Parcel Number 300-07-00010-102-005.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, South Zone, NAD83(2011).

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from an actual field survey conducted in November, 2019.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.
dba GPD Group


Steven L. Mullaney, P.S.
Ohio Professional Surveyor No. 7900

05/22/2020

**CHAKERES THEATERS, INC.
TEMPORARY EASEMENT
0.0230 ACRES**

Situated in the State of Ohio, County of Clark, Springfield Township, Section 10, Township 5, Range 9, B.T.M.R.S. and being part of a tract conveyed to Chakeres Theaters, Inc., by Official Record 1979, Page 1716 of said county records and bounded and described as follows:

COMMENCING at the Grantor's northwest corner and the southwest corner of lands conveyed to Elizabeth D. Goodrich, Harold A. Goodrich (T.O.D.), as recorded in Official Record 2016, Page 622 and Official Record 856, Page 991, on the east existing right of way of Bird Road (80' Right of Way);

Thence on the east existing right of way of Bird Road and the Grantor's west line, **South 23 degrees 21 minutes 49 seconds West**, a distance of **331.92 feet** to the **POINT OF BEGINNING**;

Thence through the Grantor's lands, the following three (3) courses:

1. **South 66 degrees 38 minutes 11 seconds East**, a distance of **20.00 feet** to a point;
2. **South 23 degrees 21 minutes 49 seconds West**, a distance of **50.00 feet** to a point;
3. **North 66 degrees 38 minutes 11 seconds West**, a distance of **20.00 feet** to a point on the east existing right of way of Bird Road;

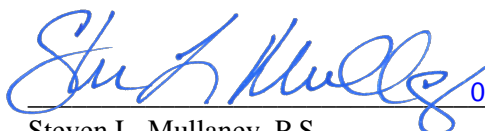
Thence on the east existing right of way of Bird Road and the Grantor's west line, **North 23 degrees 21 minutes 49 seconds East**, a distance of **50.00 feet** to the **Point of Beginning**, containing 0.0230 acres (1000 Square Feet), of which the present road occupies 0.0000 acres, and being part of Clark County Auditor's Parcel Number 300-07-00010-102-005.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, South Zone, NAD83(2011).

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from an actual field survey conducted in November, 2019.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.
dba GPD Group


Steven L. Mullaney, P.S.
Ohio Professional Surveyor No. 7900

05/22/2020

**PAUL ROBERT CHANEY
TEMPORARY EASEMENT
0.0287 ACRES**

Situated in the State of Ohio, County of Clark, Springfield Township, Section 10, Township 5, Range 9, B.T.M.R.S. and being part of a tract conveyed to Paul Robert Chaney, by Official Record 1686, Page 98 of said county records and bounded and described as follows:

COMMENCING at the Grantor's southwest corner, the intersection of the north existing right of way of State Route 41 (60' Right of Way) and the east existing right of way of Bird Road (60' Right of Way);

Thence on the east existing right of way of Bird Road and the Grantor's west line, **North 13 degrees 48 minutes 14 seconds East**, a distance of **149.45 feet** to the **POINT OF BEGINNING**;

Thence continuing on the east existing right of way of Bird Road and the Grantor's west line, **North 13 degrees 48 minutes 14 seconds East**, a distance of **50.00 feet** to a point;

Thence through the Grantor's lands, **South 76 degrees 11 minutes 46 seconds East**, a distance of **25.00 feet** to a point;

Thence continuing through the Grantor's lands, **South 13 degrees 48 minutes 14 seconds West**, a distance of **50.00 feet** to a point;

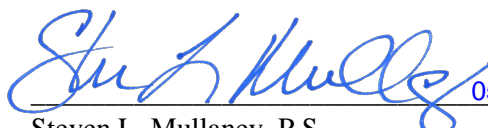
Thence continuing through the Grantor's lands, **North 76 degrees 11 minutes 46 seconds West**, a distance of **25.00 feet** to the **Point of Beginning**, containing 0.0287 acres (1250 Square Feet), of which the present road occupies 0.0000 acres, and being part of Clark County Auditor's Parcel Number 300-07-00010-102-006.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, South Zone, NAD83(2011).

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from an actual field survey conducted in November, 2019.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.
dba GPD Group

 05/22/2020
Steven L. Mullaney, P.S.
Ohio Professional Surveyor No. 7900

**PAUL ROBERT CHANEY
TEMPORARY EASEMENT
0.0172 ACRES**

Situated in the State of Ohio, County of Clark, Springfield Township, Section 10, Township 5, Range 9, B.T.M.R.S. and being part of a tract conveyed to Paul Robert Chaney, by Official Record 1686, Page 98 of said county records and bounded and described as follows:

COMMENCING at the Grantor's northwest corner and the southwest corner of lands conveyed to Chakeres Theaters, Inc., as recorded in Official Record 1979, Page 1716, on the east existing right of way of Bird Road (60' Right of Way);

Thence on the east existing right of way of Bird Road and the Grantor's west line, **South 05 degrees 38 minutes 56 seconds West**, a distance of **68.58 feet** to the **POINT OF BEGINNING**;

Thence through the Grantor's lands, the following three (3) courses:

1. **South 84 degrees 21 minutes 04 seconds East**, a distance of **15.00 feet** to a point;
2. **South 05 degrees 38 minutes 56 seconds West**, a distance of **50.00 feet** to a point;
3. **North 84 degrees 21 minutes 04 seconds West**, a distance of **15.00 feet** to a point on the east existing right of way of Bird Road;

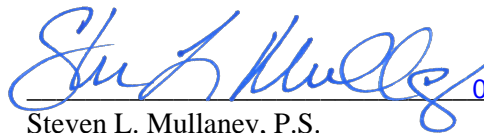
Thence on the east existing right of way of Bird Road, **North 05 degrees 38 minutes 56 seconds East**, a distance of **50.00 feet** to the **Point of Beginning**, containing 0.0172 acres (750 Square Feet), of which the present road occupies 0.0000 acres, and being part of Clark County Auditor's Parcel Number 300-07-00010-102-006.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, South Zone, NAD83(2011).

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from an actual field survey conducted in November, 2019.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.
dba GPD Group


Steven L. Mullaney, P.S.
Ohio Professional Surveyor No. 7900

05/22/2020

**WILMA B. SCHROEDER
TEMPORARY EASEMENT
0.0115 ACRES**

Situated in the State of Ohio, County of Clark, Springfield Township, Section 11, Township 5, Range 9, B.T.M.R.S. and being part of a tract conveyed to the Wilma B. Schroeder, by Official Record 2059, Page 1930 of said county records and bounded and described as follows:

COMMENCING at the Grantor's northeast corner and the southeast corner of lands conveyed to Jennifer Maureen Reedy and Brian Keith Benedict, as recorded in Official Record 2148, Page 329, on the west existing right of way of Bird Road (60' Right of Way);

Thence on the west existing right of way of Bird Road and the Grantor's east line, **South 22 degrees 43 minutes 13 seconds West**, a distance of **18.16 feet** to the **POINT OF BEGINNING**;

Thence continuing on the west existing right of way of Bird Road and the Grantor's east line, **South 22 degrees 43 minutes 13 seconds West**, a distance of **50.00 feet** to a point;

Thence through the Grantor's lands, **North 67 degrees 16 minutes 47 seconds West**, a distance of **10.00 feet** to a point;

Thence continuing through the Grantor's lands, **North 22 degrees 43 minutes 13 seconds East**, a distance of **50.00 feet** to a point;

Thence continuing through the Grantor's lands, **South 67 degrees 16 minutes 47 seconds East**, a distance of **10.00 feet** to the **Point of Beginning**, containing 0.0115 acres (500 Square Feet), of which the present road occupies 0.0000 acres, and being part of Clark County Auditor's Parcel Number 300-07-00011-304-007.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, South Zone, NAD83(2011).

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from an actual field survey conducted in November, 2019.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.
dba GPD Group

 05/22/2020

Steven L. Mullaney, P.S.
Ohio Professional Surveyor No. 7900

**SEVENTH DAY ADVENTISTS
TEMPORARY EASEMENT
0.0115 ACRES**

Situated in the State of Ohio, County of Clark, Springfield Township, Section 11, Township 5, Range 9, B.T.M.R.S. and being part of a tract conveyed to the Seventh Day Adventists, by Deed Book 10, Page 373 of said county records and bounded and described as follows:

COMMENCING at the Grantor's southeast corner on the west existing right of way of Bird Road (Right of Way width varies);

Thence on the west existing right of way of Bird Road and the Grantor's east line, **North 22 degrees 43 minutes 13 seconds East**, a distance of **48.65 feet** to the **POINT OF BEGINNING**;

Thence through the Grantor's lands, the following three (3) courses:

1. **North 67 degrees 16 minutes 47 seconds West**, a distance of **10.00 feet** to a point;
2. **North 22 degrees 43 minutes 13 seconds East**, a distance of **50.00 feet** to a point;
3. **South 67 degrees 16 minutes 47 seconds East**, a distance of **10.00 feet** to a point on the west existing right of way of Bird Road;

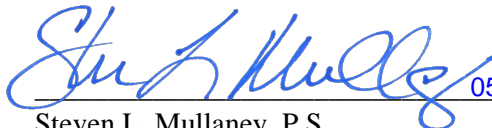
Thence on the west existing right of way of Bird Road and the Grantor's east line, **South 22 degrees 43 minutes 13 seconds West**, a distance of **50.00 feet** to the **Point of Beginning**, containing 0.0115 acres (500 Square Feet), of which the present road occupies 0.0000 acres, and being part of Clark County Auditor's Parcel Number 300-07-00011-304-1009.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, South Zone, NAD83(2011).

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from an actual field survey conducted in November, 2019.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.
dba GPD Group


Steven L. Mullaney, P.S.
Ohio Professional Surveyor No. 7900

05/22/2020

**ZOURIDIS TRUST
TEMPORARY EASEMENT
0.0091 ACRES**

Situated in the State of Ohio, County of Clark, City of Springfield, Section 17, Township 5, Range 9, B.T.M.R.S. and being part of Lot 19113 of the Replat of Lot 18972 as recorded in Plat Book 18, Page 224 and conveyed to the Diomidis Zouridis, Trustee of the Diomidis Zouridis Revocable Trust UTA Dated April 5, 2005 (1/2 Interest) and Harriet Zouridis, Trustee of the Harriet Zouridis Revocable Trust UTA Dated April 5, 2005 (1/2 Interest), by Official Record 1861, Page 336 of said county records and bounded and described as follows:

BEGINNING at the northwest corner of Lot 19113, the Grantor's northwest corner and the northeast corner of lands conveyed to Balaloski Holding Co. LLC, an Ohio Limited Liability Company as recorded in Official Record 1860, Page 832, on the south existing limited access of U.S. 40 (Right of Way width varies);

Thence on the south existing limited access of U.S. 40 and the Grantor's north line, **Southeasterly**, an arc distance of **78.79 feet** on the arc of a curve deflecting to the right, having a central angle of **00 degrees 12 minutes 38 seconds**, a radius of **21,425.92 feet** and a chord that bears **South 89 degrees 07 minutes 36 seconds East**, a distance of **78.79 feet** to a point;

Thence through the Grantor's lands, **South 00 degrees 58 minutes 44 seconds West**, a distance of **5.00 feet** to a point;

Thence continuing through the Grantor's lands, **Northwesterly**, an arc distance of **79.15 feet** on the arc of a curve deflecting to the left, having a central angle of **00 degrees 12 minutes 42 seconds**, a radius of **21,420.92 feet** and a chord that bears **North 89 degrees 07 minutes 37 seconds West**, a distance of **79.15 feet** to a point on the Grantor's west line and the east line of said Balaloski Holding Co. LLC lands;

Thence on the Grantor's west line and the east line of said Balaloski Holding Co. LLC lands, **North 05 degrees 08 minutes 22 seconds East**, a distance of **5.01 feet** to the **Point of Beginning**, containing 0.0091 acres (395 Square Feet), of which the present road occupies 0.0000 acres, and being part of Clark County Auditor's Parcel Number 305-07-00017-411-002.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, South Zone, NAD83(2011).

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from an actual field survey conducted in November, 2019.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.
dba GPD Group

 **05/22/2020**

Steven L. Mullaney, P.S.
Ohio Professional Surveyor No. 7900

2021 CITY COMMISSION CALENDAR

JANUARY 2021						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
MARCH 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31		Retreat	
MAY 2021						
Su	M	Tu	W	Th	F	Sa
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31				Election Day	
JULY 2021						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
SEPTEMBER 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
NOVEMBER 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	Budget Mtgs		Election Day	

FEBRUARY 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						
APRIL 2021						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
JUNE 2021						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
AUGUST 2021						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
OCTOBER 2021						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
DECEMBER 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	