

PLEASE TURN OFF CELL PHONES

AGENDA
REGULAR MEETING OF THE COUNCIL OF THE CITY OF SPRINGDALE
FEBRUARY 1, 2023
7:00 P.M.

1. Open Meeting
2. Pledge of Allegiance
3. Roll Call
4. Minutes - January 18, 2023
5. Communications
6. Communications from the Audience
7. Ordinances and Resolutions

Ordinance No. 03-2023

AN ORDINANCE AMENDING CHAPTER 77; SCHEDULE IV OF THE CODIFIED ORDINANCES OF THE CITY OF SPRINGDALE, OHIO RELATING TO SNOW EMERGENCY ROUTES IN THE CITY OF SPRINGDALE

Ordinance No. 04-2023

AN ORDINANCE AMENDING SECTION 70.10 OF THE CODIFIED ORDINANCES OF THE CITY OF SPRINGDALE, OHIO RELATING TO THE IMPOUNDING OF VEHICLES IN THE CITY OF SPRINGDALE

Ordinance No. 05-2023

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK OF COUNCIL/FINANCE DIRECTOR TO EXECUTE A SUBRECIPIENT GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES RELATED TO THE URBAN CANOPY RESTORATION GRANT PROGRAM

Ordinance No. 07-2023

AN ORDINANCE REPEALING ORDINANCE NO. 43-2022 AND PROVIDING FOR WAGE INCREASES FOR CERTAIN CITY EMPLOYEES EFFECTIVE JANUARY 1, 2023 AND DECLARING AN EMERGENCY

Ordinance No. 08-2023

AN ORDINANCE AUTHORIZING THE PAYMENT OF FUNDS TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE FY23 URBAN PAVING PROJECT ON STATE ROUTE 747 IN SPRINGDALE AND DECLARING AN EMERGENCY

Ordinance No. 09-2023

AN ORDINANCE AUTHORIZING THE (PRELIMINARY) PARTICIPATION IN A PROJECT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR THE NORTHLAND BOULEVARD RECONSTRUCTION PROJECT AND DECLARING AN EMERGENCY

Ordinance No. 10-2023

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK OF COUNCIL/FINANCE DIRECTOR TO ENTER INTO A WRITTEN AMENDMENT TO THE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE OPERATION, CONTROL, AND MAINTENANCE OF TRAFFIC SIGNAL EQUIPMENT IN THE CITY OF SPRINGDALE

Ordinance No. 11-2023

AN ORDINANCE CREATING SECTION 73.07 OF THE SPRINGDALE CODE OF ORDINANCES GOVERNING LIABILITY FOR PARKING VIOLATIONS IN THE CITY OF SPRINGDALE

Resolution No. R04-2023

A RESOLUTION APPOINTING _____ TO SERVE AS A MEMBER OF THE CITY OF SPRINGDALE CHARTER REVISION COMMITTEE FOR THE TERM ENDING DECEMBER 31, 2026

8. Old Business
9. New Business
10. Meetings and Announcements
11. Communications from the Audience
12. Update on legislation still in development
13. Recap of legislative items requested for next Council meeting
14. Adjournment

ORDINANCE NO. 03-2023

AN ORDINANCE AMENDING CHAPTER 77: SCHEDULE IV OF THE CODIFIED ORDINANCES OF THE CITY OF SPRINGDALE, OHIO RELATING TO SNOW EMERGENCY ROUTES IN THE CITY OF SPRINGDALE

WHEREAS, the Council of the City of Springdale (the “Council”) has previously established Snow Emergency Routes in the City through the passage of Ordinance 35-1978 and amending Ordinance 84-1996; and

WHEREAS, the Council seeks to adjust the language relating to Snow Emergency Routes.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, _____ members elected thereto concurring:

Section 1. Chapter 77: Schedule IV of the Codified Ordinances of the City of Springdale shall be amended as provided for in the attached Exhibit A which is incorporated herein by reference.

Section 2. Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance shall take effect on the earliest date allowed by law.

Passed this ____ day of _____, 2023.

President of Council

Attest:

Clerk of Council/Finance Director

Approved:

Mayor

Date

EXHIBIT A

Chapter 77: Traffic Schedules, Schedule IV: Snow Emergency Routes of the Codified Ordinances of the City of Springdale shall be amended as follows:

SCHEDULE IV: SNOW EMERGENCY ROUTES.

(A) There are established snow emergency routes in the city which are designated by official signs.

(B) The streets designated as snow emergency routes on the snow emergency route map on file in the office of the City Administrator are those streets which should be kept open and clear in times of a snow emergency for the safety and convenience of the public. This map may be amended from time to time by the City Administrator or Mayor to reflect changes in traffic patterns or additions to the city's street system.

(C) The City Administrator or Mayor may declare a snow emergency when snow, sleet, freezing rain, or other weather conditions cause or appear likely to cause, in the judgment of the City Administrator or Mayor, slippery or hazardous conditions which might lead to serious congestion or hazard.

(D) The snow emergency conditions are automatically deemed to exist in the city whenever a declaration of a Level III - Snow Emergency is made by the Hamilton County Sheriff.

(E) No person shall park on that portion of any street designated as a snow emergency route during any period that is declared to be a snow emergency.

(F) The City Administrator or Mayor shall declare termination of a snow emergency as soon as conditions permit.

(G) Anyone who violates the prohibition of parking in an area marked snow emergency after a declaration of the snow emergency shall be guilty of a minor misdemeanor.

(Ord. 35-1978, passed 7-19-78; Am. Ord. 84-1996, passed 11-20-96)

CHAPTER 77: TRAFFIC SCHEDULES

Schedules

- I. Decrease of state law maximum speed
- II. Restricting truck traffic
- III. (Reserved)
- IV. Snow emergency routes

SCHEDULE IV: SNOW EMERGENCY ROUTES.

(A) There are established snow emergency routes in the city which are designated by official signs.

(B) The streets designated as snow emergency routes on the snow emergency route map on file in the office of the ~~Clerk of Council~~ [City Administrator](#) are those streets which should be kept open and clear in times of a snow emergency for the safety and convenience of the public. This map may be amended from time to time by the City Administrator or Mayor to reflect changes in traffic patterns or additions to the city's street system.

(C) The City Administrator or Mayor may declare a snow emergency when snow, sleet, freezing rain, or other weather conditions cause or appear likely to cause, in the judgment of the City Administrator or Mayor, slippery or hazardous conditions which might lead to serious congestion or hazard.

(D) The snow emergency conditions are automatically deemed to exist in the city whenever a declaration of [a Level III - sSnow eEmergency](#) is made by the ~~city manager or Mayor of the City of Cincinnati~~ [Hamilton County Sheriff](#).

(E) No person shall park on that portion of any street designated as a snow emergency route during any period that is declared to be a snow emergency.

(F) The City Administrator or Mayor shall declare termination of a snow emergency as soon as conditions permit.

(G) Anyone who violates the prohibition of parking in an area marked snow emergency after a declaration of the snow emergency shall be guilty of a minor misdemeanor.

(Ord. 35-1978, passed 7-19-78; Am. Ord. 84-1996, passed 11-20-96)

ORDINANCE NO. 04-2023

AN ORDINANCE AMENDING SECTION 70.10 OF THE CODIFIED ORDINANCES OF THE CITY OF SPRINGDALE, OHIO RELATING TO THE IMPOUNDING OF VEHICLES IN THE CITY OF SPRINGDALE

WHEREAS, the Council of the City of Springdale (the “Council”) has passed ordinances establishing procedures for the impounding of vehicles; and

WHEREAS, the Council seeks to adjust the language relating to the impounding of vehicles with the passage of this ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, _____ members elected thereto concurring:

Section 1. Section 70.10 (A)(1) of the Codified Ordinances of the City of Springdale shall be amended as follows:

- (1) When any vehicle is left unattended upon any street, bridge, or causeway and is so illegally parked so as to constitute a hazard or obstruction to the normal movement of traffic, or so as to unreasonably interfere with street cleaning or snow removal operations, or so as to block construction work or street maintenance where signage is posted;

Section 2. Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance shall take effect on the earliest date allowed by law.

Passed this ____ day of _____, 2023.

President of Council

Attest:

Clerk of Council/Finance Director

Approved:

Mayor

Date

§ 70.10 IMPOUNDING OF VEHICLES.

(A) Police officers are authorized to provide for the removal and impounding of a vehicle under the following circumstances:

(1) When any vehicle is left unattended upon any street, bridge, or causeway and is so illegally parked so as to constitute a hazard or obstruction to the normal movement of traffic, or so as to unreasonably interfere with street cleaning or snow removal operations, or so as to block construction work or street maintenance where signage is posted;

(2) When any vehicle or ABANDONED JUNK MOTOR VEHICLE, as defined in R.C. § 4513.63, is left on private property for more than 72 consecutive hours without the permission of the person having the right to the possession of the property, or on a public street or other property open to the public for purposes of vehicular travel or parking, or upon or within the right-of-way of any road or highway, for 48 consecutive hours or longer, without notification to the Police Chief of the reasons for leaving such vehicle in such place. Prior to removal of an ABANDONED JUNK MOTOR VEHICLE, as defined in R.C. § 4513.63, it shall be photographed by a law enforcement officer in the place where abandoned;

(3) When any vehicle has been stolen or operated without the consent of the owner;

(4) When any vehicle displays illegal license plates or fails to display the current lawfully required license plates;

(5) When any vehicle has been used in or connected with the commission of a felony;

(6) When any vehicle has been damaged or wrecked so as to be inoperable or violates equipment provisions of this traffic code whereby its continued operation would constitute a condition hazardous to life, limb or property;

(7) When any vehicle is left unattended due to the removal of an ill, injured, or arrested operator;

(8) When any vehicle has been operated by any person who has failed to stop in case of an accident or collision;

(9) When any vehicle has been operated by any person who is driving without a lawful license or while his license has been suspended or revoked;

(10) When any vehicle is found for which 2 or more citation tags for violations of this traffic code have been issued and the owner or operator thereof has failed to respond to such citation tags as lawfully required.

(B) The police department shall notify the registered vehicle owner of the fact of the removal and impounding, the reasons therefor, and the place of storage. Any person desiring to redeem an impounded vehicle shall appear at the police department to furnish satisfactory evidence of identity and ownership or right to possession. Prior to issuance of a release form, the claimant, owner, or operator shall either pay the amount due for any fines for violations on account of which the vehicle was impounded or, as the court may require, post a bond in an amount set by the court, to appear to answer to such violations. The pound operator shall release such vehicle upon the receipt of the release form and payment of all towage and storage charges.

(Ord. 16-1975, passed 2-19-75)

ORDINANCE NO. 05-2023

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK OF COUNCIL/FINANCE DIRECTOR TO EXECUTE A SUBRECIPIENT GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES RELATED TO THE URBAN CANOPY RESTORATION GRANT PROGRAM

WHEREAS, the City of Springdale (the “City”) has an established urban forestry program; and

WHEREAS, the Council of the City, through Resolution R18-2022, authorized and endorsed the filing of an application through the Ohio Department of Natural Resources (“ODNR”) for Urban Canopy Restoration Grant Program funding for tree planting and maintenance; and

WHEREAS, ODNR has awarded a Federal Financial Assistance Award grant subaward not to exceed \$24,580.00 to the City for tree planting and maintenance related to the East Crescentville Road Improvement Project and within the Springdale Industrial Park area of the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, Ohio, _____ members elected thereto concurring:

Section 1. That the Mayor and Clerk of Council/Finance Director are hereby authorized to execute a subrecipient grant agreement with the Ohio Department of Natural Resources related to the Urban Canopy Restoration Grant Program. A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

Section 2. Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This ordinance shall take effect on the earliest date allowed by law.

Passed this ____ day of _____, 2023.

President of Council

Attest:

Clerk of Council/Finance Director

Approved:

Mayor

Date

URBAN CANOPY RESTORATION GRANT PROGRAM

APPLICATION FORM

Grant Applicant: City of Springdale, Public Works Department - East Crescentville Road Project

Unique Entity ID# 12-380-7679 **State of Ohio Supplier ID#** 31-6010111

Project Lead: Provide the contact information of the grant administrator for the project.

Name: Mike Huxsoll **Address:** 11700 Springfield Pike

Email: mhuxsoll@springdale.org Springdale, OH 45246

Phone: (513) 346-5520

Funding Requested: \$ 15,100.00 **County:** Hamilton

Budget: Complete the budget table and provide a budget explanation that outlines the proposal request and includes the specifics of the cost share match.

| Budget Items | Funding Request (\$) | Match Amount (\$) | Budget Detail/ Source of Match |
|----------------------|----------------------|---------------------|---|
| Personnel | \$ 0.00 | \$ 0.00 | |
| Fringe | \$ 0.00 | \$ 0.00 | |
| Equipment | \$ 0.00 | \$ 0.00 | |
| Supplies | \$ 15,100.00 | \$ 2,331.90 | Purchase of trees, watering bags, and tree protection |
| Contractual Services | \$ 0.00 | \$ 12,315.00 | Contracted tree planting per ANSI A300 |
| Administrative | \$ 0.00 | \$ 1,213.10 | Coordinate, supervise, and inspect contract work |
| Volunteer | \$ 0.00 | \$ 0.00 | |
| Other | \$ 0.00 | \$ 0.00 | |
| | | | |
| TOTAL | \$ 15,100.00 | \$ 15,860.00 | |

Budget Explanation: Provide additional information that will help clarify your budget request. For example, partner contributions or details on expected expenditures.

The City of Springdale has portion of the City budget allocated to the Public Works Department for Urban Forestry expenses. The 2023 annual Urban Forestry budget has set aside \$30,000 for forestry expenses in addition to the \$25,000 necessary to match grant applications. The City of Springdale understands that this is a reimbursement grant opportunity and is able and willing to cover all costs and work with ODNR staff to submit all necessary paperwork for reimbursement purposes. We plan to have City staff, supervised by ISA Arborist, Rich Borgman, perform the work as reported in the personnel match amount. We plan hire a contractor to make the improvements over a period of two (2) weeks. Supplies include the purchase of the tree stock materials, watering bags, and tree protection supplies. Administrative time includes time to submit the necessary paperwork and for the Arborist Rich Borgman to coordinate the efforts of the contractor and supervise their work.

Urban Canopy Restoration Grant - Budget Details - East Crescentville Road

| Budget Items | Funding Request | Match Amount | Notes |
|-----------------------------|----------------------------|----------------------------|--|
| | \$ - | \$ - | |
| | \$ - | \$ - | |
| <i>Personnel</i> | <u>\$ -</u> | <u>\$ -</u> | |
| <i>Fringe</i> | \$ - | \$ - | |
| | \$ - | \$ - | |
| | \$ - | \$ - | |
| | \$ - | \$ - | |
| <i>Equipment</i> | <u>\$ -</u> | <u>\$ -</u> | |
| | \$ 13,400.00 | \$ - | 67 trees x \$200/ tree for purchase |
| | \$ 1,000.00 | \$ - | \$2,000 for delivery fee |
| | \$ - | \$ 2,331.90 | 67 tree diapers x \$40/unit |
| | \$ 700.00 | \$ - | 67 tree guards |
| <i>Supplies</i> | <u>\$ 15,100.00</u> | <u>\$ 2,331.90</u> | |
| | \$ - | \$ 12,315.00 | Contracted tree planting services for 67 trees |
| | \$ - | \$ - | |
| <i>Contractual Services</i> | <u>\$ -</u> | <u>\$ 12,315.00</u> | |
| | \$ - | \$ 43.05 | \$43.05/hr x 1 hr - Mike Huxsoll |
| | \$ - | \$ 1,170.05 | \$33.43/hr x 35 hr - Arborist Rich Borgman |
| <i>Administrative</i> | <u>\$ -</u> | <u>\$ 1,213.10</u> | |
| <i>Volunteer</i> | | | 0 |
| <i>Other</i> | | | 0 |
| Total | <u>\$ 15,100.00</u> | <u>\$ 15,860.00</u> | |

URBAN CANOPY RESTORATION GRANT PROGRAM

APPLICATION FORM

Grant Applicant: City of Springdale, Public Works Department - Springdale Industrial Area (Avon)

Unique Entity ID# 12-380-7679 **State of Ohio Supplier ID#** 31-6010111

Project Lead: Provide the contact information of the grant administrator for the project.

Name: Mike Huxsoll **Address:** 11700 Springfield Pike

Email: mhuxsoll@springdale.org Springdale, OH 45246

Phone: (513) 346-5520

Funding Requested: \$ 9,480.00 **County:** Hamilton

Budget: Complete the budget table and provide a budget explanation that outlines the proposal request and includes the specifics of the cost share match.

| Budget Items | Funding Request (\$) | Match Amount (\$) | Budget Detail/ Source of Match |
|----------------------|----------------------|--------------------|---|
| Personnel | \$ 0.00 | \$ 5,816.00 | Arborist and City staff payroll to complete planting |
| Fringe | \$ 0.00 | \$ 0.00 | |
| Equipment | \$ 0.00 | \$ 1,195.00 | Rental of excavation equipment to complete plantings |
| Supplies | \$ 9,480.00 | \$ 350.00 | Purchase of trees, watering bags, and tree protection |
| Contractual Services | \$ 0.00 | \$ 0.00 | |
| Administrative | \$ 0.00 | \$ 2,175.00 | Coordination of planting activities and volunteers |
| Volunteer | \$ 0.00 | \$ 0.00 | |
| Other | \$ 0.00 | \$ 0.00 | |
| TOTAL | \$ 9,480.00 | \$ 9,536.00 | |

Budget Explanation: Provide additional information that will help clarify your budget request. For example, partner contributions or details on expected expenditures.

The City of Springdale has portion of the City budget allocated to the Public Works Department for Urban Forestry expenses. The 2023 annual Urban Forestry budget has set aside \$30,000 for forestry expenses in addition to the \$25,000 necessary to match grant applications. The City of Springdale understands that this is a reimbursement grant opportunity and is able and willing to cover all costs and work with ODNR staff to submit all necessary paperwork for reimbursement purposes. We plan to have City staff, supervised by ISA Arborist, Rich Borgman, perform the work as reported in the personnel match amount. We plan on 4 employees performing work over a 1 week period. Equipment costs include the rental of excavation equipment for a period of one week. Supplies include the purchase of the tree stock materials, watering bags, and tree protection supplies. Administrative time includes time to submit the necessary paperwork and organize the volunteer event.

Urban Canopy Restoration Grant - Budget Details - Springdale Industrial Area (Avon)

| Budget Items | Funding Request | Match Amount | Notes |
|-----------------------------|---------------------------|---------------------------|--------------------------------------|
| | \$ - | \$ 2,674.40 | \$33.43/hr x 80 hr. - Rich Borgman |
| | \$ - | \$ 3,141.60 | \$26.18/hr x 120 hr. - 3 employees |
| <i>Personnel</i> | <u>\$ -</u> | <u>\$ 5,816.00</u> | |
| <i>Fringe</i> | | \$ 757.00 | \$757/week for compact loader rental |
| | | \$ 228.00 | \$228/week for post hole digger |
| | | \$ 126.00 | \$126/week for 36" bit |
| | | \$ 84.00 | \$84/week for forks |
| <i>Equipment</i> | <u>\$ -</u> | <u>\$ 1,195.00</u> | |
| | \$ 7,000.00 | \$ - | 35 trees x \$200/ tree for purchase |
| | \$ 1,000.00 | \$ - | \$1,000 for delivery fee |
| | \$ 1,480.00 | \$ - | 35 tree diapers x \$40/unit |
| | \$ - | \$ 350.00 | 35 tree guards |
| <i>Supplies</i> | <u>\$ 9,480.00</u> | <u>\$ 350.00</u> | |
| <i>Contractual Services</i> | | | |
| | \$ - | \$ 453.92 | \$56.74/hr x 8hr - Jeff Agricola |
| | \$ - | \$ 1,722.00 | \$43.05/hr x 40 hr - Mike Huxsoll |
| <i>Administrative</i> | <u>\$ -</u> | <u>\$ 2,175.92</u> | |
| <i>Volunteer</i> | | | |
| <i>Other</i> | | | |
| Total | <u><u>\$ 9,480.00</u></u> | <u><u>\$ 9,536.92</u></u> | |

URBAN CANOPY RESTORATION GRANT PROGRAM

APPLICATION FORM

Scope of Work: Provide a detailed narrative that addresses each of the evaluation criteria.

The City of Springdale is planning through this grant application to make tree canopy restoration efforts within existing Right of Way that is owned by the City to help increase Tree Equity in the industrial area of the City. The planned project has been developed to increase tree species diversification by installing new trees along an area that has no trees due to a previous overhead utility line project. The selections of a variety of five tree species have been identified for this project to help the City and subdivision goals for tree diversity.

As noted in a 2020 study conducted by Hamilton County through AppGeo, the City of Springdale was noted as having a tree canopy coverage of 26.7% for the community. The City is planning to increase this canopy coverage over the next 10 years with the hopes of increasing the canopy coverage by 10%. We are looking to increase canopy in the areas of low coverage percentages. While the City is looking to increase coverage with current construction redevelopment opportunities, the Public Works department is looking to increase canopy in areas of greatest need according to tree equity scores. Our current Tree Equity score for the community is 69 and we hope to raise that to 75 by 2025. To meet that goal, the City plans to invest money in census block districts with the lower equity scores and try to increase those scores by 10 over the next 5 years. Springdale is a community of 11,007 people according to the 2020 census data available has been a Tree City USA community for 30 years, spending approximately \$3.50 per Capita, which exceeds the Tree City USA benchmark of \$2.00 per Capita. We have two City ordinances that help us support our efforts in managing canopy in the City, a Property Maintenance ordinance #155 and a Tree Preservation Ordinance #156. In lieu of a tree commission, the City of Springdale partners with the Garden club on many events and the forestry efforts are guided by ISA Arborist Rich Borgman through the Public Works Department.

The City of Springdale Crescentville Rd Project is located north of I-275 along E. Crescentville, West of State Route 747, and East of Chesterdale Road. This area is predominantly comprised of single and multi-family housing occupied by a diverse group of lower income residents. It is part of Census Block Group 390610223011, has a tree equity score of 75 and a noted canopy cover of 22%, according to National Explorer, Tree Equity Score (Ref: <https://www.treeequityscore.org/map/#16.67/39.300003/-84.452008>). The planting of trees along the Right of Way in this area will help to address tree canopy coverage along the streets, which will begin to help to address temperature and health index. The City plans to contract for the planting of the trees that will be purchased as part of this grant opportunity. City staff plans to communicate the benefits of trees and to help educate the residents on the trees planted in the Right of Way and how the plantings will help to improve the quality of life in front of their homes with the plantings. By 2025, it is our hopes that we can increase canopy coverage to 30% in this area, with the understanding that with proper maintenance and continued plantings in the area, this canopy coverage will continue to increase over the next 20 years as these trees mature.

**URBAN CANOPY RESTORATION GRANT PROGRAM
APPLICATION FORM**

Scope of Work continued:

The City ISA Certified Arborist, Richard Borgman, reviewed the area using the Urban Site Index methodology established by Ohio Department of Natural Resources. Within the City of Springdale E. Crescentville Road Project area, there are overhead wires on the south side of the street where the trees will be planted. The area was surveyed while construction was taking place and received a USI score of 13, taken into account that we have not had rain for some time. Currently the area is devoid of trees due to a recent overhead utility line relocation project, however there was a small population of Pear, Maple, and . There are a total of 67 available planting spaces within the Right of Way of the street on the Southside of the road. In keeping with our master planting design parameters for the City, we look at planting the largest, best possible candidate tree species that we can to help increase tree diversity and canopy. The arborist selected a total of five species; Quercus acutissima (Sawtooth Oak), Betula lenta (Sweet Birch), Ostrya virginiana (American Ironwood), Acer griseum 'paperbark' (Paperbark Maple), and Ulmus parvifolia (Allee Lacebark Elm).

Trees will be procured through local nurseries in strict accordance with ANSI Z60.1 standards for nursery stock. Arborist Rich Borgman, will inspect all stock prior to purchase and delivery. The plan is to visit nurseries and make selections in the month of May 2023 and to purchase trees of the 2 " -2 ½ " caliper size B&B or container type tree stock to allow for easy transport and installation by contractors. Trees will be scheduled for delivery in the month of October and installed prior to November 2023. Plantings will be done by contractor, under the supervision of the City ISA Arborist, in accordance with tree planting specifications, which are direct interpretation of the ANSI A300 Part 6 tree planting specifications. We use a best management process in advance of the planting process of making modifications to the composition of the soil This modification includes the introduction of compost materials to amend the existing soils and to over excavate the proposed location for trees to allow for the trees to establish root zone more readily and reduce shock on the new plantings. The City of Springdale contact, Mike Huxsoll, will continue to work with ODNR Division of Forestry to meet and inspect all trees and to complete all necessary paperwork for grant compliance. Arborist Rich Borgman will continue to work with Mike Huxsoll to address needs of the trees.

In the Spring of 2024, tree diapers or water bags will be added to the newly planted trees to help aid in watering for the first year of establishment. The City Arborist Rich Borgman will review the trees weekly and coordinate young tree care including watering the trees as necessary. Any tree staking materials used to secure the tree in its planting location will be removed after the first year of installation. In the second year, or 2025, the Arborist will continue to monitor the trees for long term health and durability and the trees will begin young tree structure pruning program towards the end of the year. Trees will continue to be young tree structure pruned to train the trees to grow in a habit that will increase health and vigor for the newly planted trees on a bi-annual basis over the next 10 years. The City plans to manage these trees through their life and has the responsibility, funding and authority to do so as they will be within the City Right of Way.

Checklist for a completed application:

- Letter of support from tree commission
- Authorizing council resolution
- State of Ohio [Supplier ID Number](#)
- [Unique Entity ID \(UEI\)](#) with *active* registration status in [SAM.gov](#)
- Signed statement certifying responsibility for maintenance

IF ANY OF THESE ITEMS ARE MISSING YOUR APPLICATION WILL BE EXCLUDED FROM CONSIDERATION.



**APPLICATION DEADLINE
OCTOBER 14, 2022**

URBAN CANOPY RESTORATION GRANT PROGRAM

APPLICATION FORM

Scope of Work: Provide a detailed narrative that addresses each of the evaluation criteria.

The City of Springdale is planning through this grant application to make tree canopy restoration efforts within existing Right of Way that is owned by the City to help increase Tree Equity in the industrial area of the City. The planned project has been developed to increase tree species diversification by complimenting the existing planting of crabapple and pear trees with Trident Maple and Overcup Oak. The selections for this project help the City and subdivision goals for tree diversity.

As noted in a 2020 study conducted by Hamilton County through AppGeo, the City of Springdale was noted as having a tree canopy coverage of 26.7% for the community. The City is planning to increase this canopy coverage over the next 10 years with the hopes of increasing the canopy coverage by 10%. We are looking to increase canopy in the areas of low coverage percentages. While the City is looking to increase coverage with current construction redevelopment opportunities, the Public Works department is looking to increase canopy in areas of greatest need according to tree equity scores. Our current Tree Equity score for the community is 69 and we hope to raise that to 75 by 2025. To meet that goal, the City plans to invest money in census block districts with the lower equity scores and try to increase those scores by 10 over the next 5 years. Springdale is a community of 11,007 people according to the 2020 census data available has been a Tree City USA community for 30 years, spending approximately \$3.50 per Capita, which exceeds the Tree City USA benchmark of \$2.00 per Capita. We have two City ordinances that help us support our efforts in managing canopy in the City, a Property Maintenance ordinance #155 and a Tree Preservation Ordinance #156. In leu of a tree commission, the City of Springdale partners with the Garden club on many events and the forestry efforts are guided by ISA Arborist Rich Borgman through the Public Works Department.

The City of Springdale Industrial Area (Avon) is located north of I-275, south of Crescentville, East of State Route 747, and West of State Route 4. This area is predominantly comprised of manufacturing, warehousing and office buildings with large parking lots. It is part of Census Block Group 390610223013, has a tree equity score of 35 and a noted canopy cover of 16%, according to National Explorer, Tree Equity Score (Ref: <https://www.treeequityscore.org/map/#13.84/39.28983/-84.47999>). The planting of trees along the Right of Way in this area will help to address tree canopy coverage along the streets, which will begin to help to address temperature and health index. The City plans to partner with surrounding area businesses to coordinate a volunteer planting of the trees that will be purchased as part of this grant opportunity. The volunteer opportunity will allow City staff to communicate the benefits of trees and to help educate the businesses on the Rights of Ways that they can also help to improve the canopy cover on their property. By 2025, it is our hopes that we can increase canopy coverage to 25% in this area, with the understanding that with proper maintenance and continued plantings in the area, this canopy coverage will continue to increase over the next 20 years as these trees mature.

**URBAN CANOPY RESTORATION GRANT PROGRAM
APPLICATION FORM**

Scope of Work continued:

The City ISA Certified Arborist, Richard Borgman, reviewed the area using the Urban Site Index methodology established by Ohio Department of Natural Resources. Within the City of Springdale Industrial (Avon) area, there are overhead wires on one side of the street along Progress Place, Tricon Road, Centron Place and Container Place. All four streets were surveyed and received a USI score of 16, taken into account that we have not had rain for some time. The existing diversity of trees in the area consists of pear and crabapple varieties along the Right of Ways with some maples, oaks and crabapple that are on private property. There are a total of 35 available planting spaces within the Right of Ways of the streets. In keeping with our master planting design parameters for the City, we look at planting the largest, best possible candidate tree species that we can to help increase tree diversity and canopy. The arborist selected *Acer buergerianum*, also known as Trident Maple, and *Quercus lyrata*, also known as Overcup Oak, as the two varieties of trees that will be planted within the planting area to compliment the existing crabapple and pear varieties.

Trees will be procured through local nurseries in strict accordance with ANSI Z60.1 standards for nursery stock. Arborist Rich Borgman, will inspect all stock prior to purchase and delivery. The plan is to visit nurseries and make selections in the month of May 2023 and to purchase trees of the 2" -2 1/2" caliper size B&B or container type tree stock to allow for easy transport and installation by volunteers and City staff. Trees will be scheduled for delivery in the month of October and installed prior to November 2023. Plantings will be done per City of Springdale tree planting specifications, which are direct interpretation of the ANSI A300 Part 6 tree planting specifications. We use a best management process in advance of the planting process of making modifications to the composition of the soil. This modification includes the introduction of compost materials to amend the existing soils and to over excavate the proposed location for trees to allow for the trees to establish root zone more readily and reduce shock on the new plantings. The City of Springdale contact, Mike Huxsoll, will continue to work with ODNR Division of Forestry to meet and inspect all trees and to complete all necessary paperwork for grant compliance. Arborist Rich Borgman will continue to work with Mike Huxsoll to address needs of the trees.

In the spring of 2024, tree diapers or water bags will be added to the newly planted trees to help aid in watering for the first year of establishment. The City Arborist Rich Borgman will review the trees weekly and coordinate young tree care. Any tree staking materials used to secure the tree in its planting location will be removed after the first year of installation. In the second year, or 2025, the Arborist will continue to monitor the trees for long term health and durability and the trees will begin young tree structure pruning program towards the end of the year. Trees will continue to be young tree structure pruned to train the trees to grow in a habit that will increase health and vigor for the newly planted trees on a bi-annual basis over the next 10 years. The City plans to manage these trees through their life and has the responsibility, funding and authority to do so as they will be within the City Right of Way.

Checklist for a completed application:

- | | |
|---|---|
| <input type="checkbox"/> Letter of support from tree commission | <input type="checkbox"/> Unique Entity ID (UEI) with <i>active</i> registration status in SAM.gov |
| <input type="checkbox"/> Authorizing council resolution | <input type="checkbox"/> Signed statement certifying responsibility for maintenance |
| <input type="checkbox"/> State of Ohio Supplier ID Number | |

IF ANY OF THESE ITEMS ARE MISSING YOUR APPLICATION WILL BE EXCLUDED FROM CONSIDERATION.



APPLICATION DEADLINE
OCTOBER 14, 2022

ORDINANCE NO. 07-2023

AN ORDINANCE REPEALING ORDINANCE NO. 43-2022 AND PROVIDING FOR WAGE INCREASES FOR CERTAIN CITY EMPLOYEES EFFECTIVE JANUARY 1, 2023 AND DECLARING AN EMERGENCY

WHEREAS, the City of Springdale (the “City”) periodically adjusts compensation paid to City employees; and

WHEREAS, Ordinance 43-2022 is the most recent ordinance which established compensation rates for certain City employees.

BE IT ORDAINED by the Council of the City of Springdale, Ohio, _____ members elected thereto concurring:

Section 1. That Ordinance No. 43-2022 is repealed and shall be replaced with this Ordinance to reflect wage increases for certain City employees as set forth in Exhibit A which is attached and incorporated herein by reference.

Section 2. The revised compensation to be paid to City employees contained in the attached Exhibit A shall be effective January 1, 2023.

Section 3. Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. That this Ordinance shall take effect from and after the earliest time allowed by law.

Section 5. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for said declaration of emergency is the need for proper pay grades to be in place at the beginning of calendar year 2023 and to allow for the continuity of services to the public.

Dated this _____ day of February, 2023.

President of Council

Attest:

Clerk of Council/Finance Director

Approved:

Mayor

Date

AN ORDINANCE AUTHORIZING THE PAYMENT OF FUNDS TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE FY23 URBAN PAVING PROJECT ON STATE ROUTE 747 IN SPRINGDALE AND DECLARING AN EMERGENCY

WHEREAS, on May 18, 2022, Council of the City of Springdale adopted Ordinance No. 16-2022 proposing to accept the funding and cooperate with the State of Ohio Department of Transportation (“ODOT”) for the FY23 Urban Paving Project on State Route 747 in Springdale (the “Project”); and

WHEREAS the Project consists of paving planning and asphalt resurfacing a portion of State Route 747 (Princeton Pike) between Kemper Road and the Glendale border, lying within the City of Springdale (the “City”); and

WHEREAS, the City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvements associated with the Project within the City limits, less the amount of federal aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation; and

WHEREAS, the City agrees and understands its share is now estimated to be Five Hundred Fifty-Two Thousand Nine Hundred Eighteen and 00/100 Dollars, (\$552,918.00), but this estimated amount is to be adjusted in order that the City’s ultimate share of the improvements associated with the Project shall correspond with the percentages of actual costs when they are determined; and

WHEREAS, ODOT has approved legislation proposing cooperation and has caused plans and specifications as well as an estimate of the cost and expense to be made for the Project, and has transmitted copies of the same to the City; and

WHEREAS, the City desires ODOT to proceed with the Project and seeks to appropriate the funds for the Project.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, Ohio, _____ members elected thereto concurring:

Section 1. That the estimated sum of Five Hundred Fifty-Two Thousand Nine Hundred Eighteen and 00/100 Dollars, (\$552,918.00) is hereby appropriated for the FY23 Urban Paving Project on State Route 747 in Springdale and the Clerk of Council/Finance Director is hereby authorized to pay this amount to ODOT for expenses associated with the Project.

Section 2. This appropriated amount represents the City’s share of the cost and expenses over and above the amount to be paid from federal funds associated with the Project.

Section 3. That the City hereby requests ODOT to proceed with the Project.

Section 4. That the Mayor and Clerk of Council/Finance Director are hereby authorized to enter into a contract with ODOT for the Project and pay the funds as appropriated.

Section 5. That the City will deliver to ODOT a fully executed copy of this Ordinance.

Section 6. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for said declaration of emergency is the need to expedite the appropriate documents in accordance with ODOT's schedule for the Project.

Passed this _____ day of _____, 2023.

Attest:

Clerk of Council/Finance Director

President of Council

Approved:

Mayor

Date

ORDINANCE NO. 09-2023

**AN ORDINANCE AUTHORIZING (PRELIMINARY) PARTICIPATION
IN A PROJECT WITH THE STATE OF OHIO DEPARTMENT OF
TRANSPORTATION FOR THE NORTHLAND BOULEVARD
RECONSTRUCTION PROJECT AND DECLARING AN EMERGENCY**

WHEREAS, the City of Springdale (the “City”) has determined the need to replace deteriorated concrete pavement, replace the mast arm signal at Tri-County Parkway, add sidewalks to fill in existing gaps, improve roadway drainage, and access management improvements along Northland Boulevard.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, Ohio, _____ members elected thereto concurring:

Section 1. That the City gives consent to and shall cooperate with the Director of the Ohio Department of Transportation (“ODOT”) to complete the above described project involving improvements along Northland Boulevard as detailed in the LPA-ODOT-Let Agreement entered into between the City and ODOT (the “Project”).

Section 2. That the City shall cooperate with the Director of Transportation in the development and construction of the Project, and shall enter into a LPA Federal ODOT Let Project agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

Section 3. That the City agrees to participate in the cost of the Project with a 20% local match for the construction contract and 100% of the Professional/Project Engineering, Design Development, Right of Way, and any amount over the cap of the federal funds.

Section 4. That the City agrees to pay 100% of the cost of those features requested by the City which are determined by the State of Ohio and Federal Highway Administration to be unnecessary for the Project.

Section 5. That the City agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act related to the Project.

Section 6. That the City agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State of Ohio shall not approve a change order or extra work contract until it first gives notice, in writing, to the City. The City will contribute its share of the cost of these items in accordance with other sections herein.

Section 7. That the City agrees that if federal funds are used to pay the cost of any consultant contract, the City shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract.

Section 8. That the City agrees to incorporate ODOT’s “Specifications for Consulting Services” as a contract document in all of its consultant contracts.

Section 9. That the City agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT’s current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project.

Section 10. That the City agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant’s performance through ODOT’s Consultant Evaluation System.

Section 11. That the City agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the Project. The City also understands that right-of-way costs include eligible utility costs.

Section 12.That the City agrees that all utility accommodations, relocations, and reimbursements will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 13. That upon completion of the Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance for the project in accordance with all applicable State and Federal laws, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 14.That the Mayor and Clerk of Council/Finance Director are authorized to enter into contracts with ODOT’s pre-qualified consultants for the preliminary engineering phase of the Project.

Section 15.That the Mayor and Clerk of Council/Finance Director are authorized to enter into contracts with the Director of Transportation which are necessary to develop plans for and to complete the Project.

Section 16.That upon request of ODOT, the Mayor and Clerk of Council/Finance Director are also authorized to execute any appropriate documents to affect the assignment of all rights, title, and interests of the City to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

Section 17.That this Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 18. This Ordinance shall take effect on the earliest date allowed by law.

Section 19. That this Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II(D)(3)(d) of the Charter, be effective immediately. The reason for said declaration of emergency is the need to expedite the appropriate documents in accordance with ODOT’s schedule for the Project.

Passed this _____ day of February, 2023.

President of Council

Attest:

Clerk of Council/Finance Director

Approved:

Mayor

Date

CFDA 20.205

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Springdale, 11700 Springfield Pike, Springdale Ohio 45246, hereinafter referred to as the LPA.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **Replace deteriorated concrete pavement, replace mast arm signal at Tri-County Parkway, add sidewalks to fill in existing gaps, improve roadway drainage, and access management improvements.** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - A. FEDERAL
 - 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
 - 23 CFR 630.106 – Authorization to Proceed
 - 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
 - 23 CFR 645 - Utilities
 - 48 CFR Part 31 – Federal Acquisition Regulations
 - 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
 - 23 USC 112 "Letting of Contracts"
 - 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act." – "Selection of Architects and Engineers"
 - Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 153.65 through 153.71
- ORC 5501.03(D)
- OAC 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- State of Ohio Department of Transportation Construction and Material Specifications Manual
- State of Ohio Department of Transportation Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be **\$9,494,285.89** as set forth in Attachment 1. **ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$5,340,949 in OKI STBG Federal funds** for construction. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with development of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.4 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

3.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the PROJECT so that the report may be audited

and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.

3.7 Payment or reimbursement to the LPA shall be submitted to:

| |
|------------------------|
| City of Springdale |
| 11700 Springfield Pike |
| Springdale, Ohio 45246 |

4. PROJECT DEVELOPMENT

4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.2 Project Development shall follow ODOT’s Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, right of way acquisition, utility relocation and other processes as set out in the Department’s Design Reference Resource Center, available on ODOT’s website (www.dot.state.oh.us/drrc/Pages/default.aspx). Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

| PDP Phase | Activity | Responsibility | | Commentary |
|---------------------------|-------------------|----------------|------|---|
| | | LPA | ODOT | |
| Planning | All | X | | ODOT to provide coordination as needed |
| Preliminary Engineering | All | X | | ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments |
| Environmental Engineering | Stage 1 Plans | X | | ODOT to review all plans and documents and provide comments. |
| | Stage 2 Plans | X | | ODOT to review all plans and documents and provide comments. |
| | Value Engineering | | X | ODOT will coordinate Value Engineering if required. Refer to Section 4.7. |
| | Cost Estimates | X | | LPA/Consultant shall prepare in Estimator format. |

| | | | | |
|-------------------------|--------------------------------------|---|---|--|
| | NEPA | X | | ODOT will coordinate NEPA approval. Refer to Section 4.7 for Environmental Responsibilities. |
| | Permits | | X | ODOT will obtain permits needed to construct the PROJECT. |
| | R/W Plans | X | | ODOT to review all plans and documents and provide comments. |
| | Public/Stakeholder Involvement | X | | ODOT to review all PI plans and materials and provide comments. |
| Final Engineering & R/W | R/W Acquisition & Relocation | X | | Refer to Section 6 for detailed requirements. |
| | Utility Relocation | | X | Refer to Section 6.6 for additional details. [Change the responsibility for Utility Relocation to the LPA and revise Section 6.6 accordingly if the LPA will be responsible] |
| | Railroad Coordination and Agreements | | X | Refer to Section 6.8 for additional details. |
| | Stage 3 Plans | X | | ODOT to review all plans and documents and provide comments. |
| | Cost Estimates | X | | LPA shall prepare in Estimator format. |
| | Final Plan Package | X | | ODOT to review all plans and documents and provide comments. |
| | Mitigation | | X | ODOT will coordinate any required mitigation efforts. |
| | Public/Stakeholder Involvement | X | | ODOT to review all PI plans and materials and provide comments. |
| Construction | Advertise | | X | LPA and consultants to assist in responding to bidder questions and preparation of any addenda. |
| | Award | | X | ODOT Awards Committee |
| | Administer Construction Contract | | X | ODOT will administer the construction contract. The LPA and LPA's consultants shall respond |

| | | | | |
|------------|--------------------------------|---|---|--|
| | | | | promptly to requests for information or other construction issues. |
| | Public/Stakeholder Involvement | X | X | ODOT to coordinate in cooperation with the LPA. |
| All Phases | Federal Authorizations | | X | ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval. |
| All Phases | Encumbrance of Funds | | X | ODOT will encumber funds in accordance with this Agreement. |

4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.

4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

4.6 Environmental Responsibilities

A. In the administration of this PROJECT, the Permittee shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act.

B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.

C. ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.

E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.

F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio

EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

4.7 Use of ODOT Consultant Agreements

- A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:
1. If the LPA chooses to utilize the CEAO task order contract for environmental services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 2. If the LPA chooses to utilize the CEAO task order contract for right-of-way acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 3. Value Engineering. If Value Engineering is required, the Department may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

5. CONSULTANT SELECTION AND ADMINISTRATION

5.1 General Requirements

- A. The LPA must select a consultant/ consultant team that is prequalified by ODOT for all services to be performed by the consultant and subconsultants.
- B. The LPA must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition" as a contract document in all of its consultant contracts.
- C. The LPA must require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.
- D. The LPA consultant agreement must provide for ongoing consultant involvement during the construction phase of the Project.

- E. The LPA consultant agreement must include a completion schedule acceptable to ODOT.
- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
- H. If Federal Funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, Sections 153.65 through 153.71 of the Ohio Revised Code and Section 5.2 below in the selection of consultants, and administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in Sections 5526.01 and 153.65(C) of the Ohio Revised Code, include the practice of engineering (including inspection of construction), the practice of surveying, the practice of architecture including landscape architecture, evaluation of environmental impacts, right-of-way acquisition services and administration of construction contract claims.

5.2 Procedures for LPA Selection of Consultants for Agreements that Include Federal Funds in Preliminary Engineering

A. Policies in Selection of Consultants

1. Restrictions Concerning LPA Preferences

The LPA **shall not** offer direction to consultants concerning preferences (or informal sanctions) for certain subconsultants or team arrangements. These arrangements are business decisions that must be made by consultants without direction from the LPA. The LPA must make selection decisions on the basis of proposed teams without advance "steering" of teams.

2. Communications Restrictions

Please note the following policy concerning communication between Consultants and the LPA during the announcement and selection process:

During the time period between advertisement and the announcement of final consultant selections for the Programmatic Selection Process, communication with consultants (or their agents) shall be limited as follows:

a. Communications which are strictly prohibited:

- (1) Communication with the LPA: Any marketing or similar discussions of the specific project if the consultant has submitted or plans to submit a letter of interest, or is included as a subconsultant on a submittal by another firm.

b. Allowable communications include:

- (1) Project administration activities for authorized agreements, scope and negotiation activities for projects selected but not under contract.
- (2) Technical or scope of services questions specific to projects posted with a programmatic group.

c. When completed selections must be publicly announced.

3. Advertisement

For selection procedures that require public notification, Requests for Letters of Interest "RFLol" must be advertised on the Consultant Services page of ODOT's website.

4. Disclosure of Selection Information

All selection information including consultant letters of interest shall be available for public disclosure upon completion of the selection.

Information that is not subject to public disclosure at any time includes financial statements and other confidential financial information submitted by a consultant.

5. Supporting Documentation

Documentation supporting the solicitation, proposal, evaluation, and selection of the consultant shall be retained.

6. Prohibited Selection Factors

a. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

b. In-State or local **preference** shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.

Refer to Section 5.2.C.1.n. below for additional guidance concerning the use of local **presence** as a nominal evaluation factor where appropriate.

B. Consultant Selection Processes

The LPA may use any one of five consultant selection processes permitted by 23 CFR 172 and ORC 153.65 – 153.71, the use of which depends on the complexity of the project, estimated total fee, the number of available qualified consultants and whether an emergency exists. The Programmatic and Technical Proposal selection processes are competitive qualifications based selection processes governed by 23 CFR 172.7(a)(1) and ORC 153.65 – 153.71. These selection processes require solicitation, evaluation, ranking, selection, and negotiation in accordance with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to as the Brooks Act or Selection of Architects and Engineers.

The Small Purchase selection process is a non-competitive selection process governed by 23 CFR 172.7(a)(2) and ORC 153.71(A). Agreements with total fees less than \$50,000 are eligible for this selection process.

The Emergency and Special Expertise selection processes are non-competitive selection processes governed by 23 CFR 172.7(a)(3) and ORC 153.71.

1. Programmatic Selection Process

The Programmatic Selection Process is a one-step selection process intended to shorten the selection/authorization process for non-complex projects while reducing paperwork and administrative costs for both consultants and the State. In this process consultants are selected based on standard letter of interest content, and a standard Selection Rating Form.. The “Programmatic” selection process should be used for most projects that do not meet the criteria for the more elaborate Technical Proposal Selection Process.

2. Technical Proposal Selection Process

The technical proposal selection process is a two-step process intended for use on larger, more complex projects for which a more informed selection decision can be made based on additional information received through the submittal of a (more elaborate) Technical Proposal, and/or presentations/interviews. The Technical Proposal Selection Process is appropriate to use under the following circumstances:

- a. Complex projects involving multiple PDP steps and multiple disciplines including planning, environmental and design services.
- b. Projects that include complex project management challenges in which the role of the consultant project manager will be crucial to project success, and may require extensive public involvement activities.
- c. Specialized services for which the LPA has limited experience and performance records for past projects.
- d. Generally any project for which a single submittal does not provide sufficient information to make a well informed selection decision.

The technical proposal selection process includes the initial submittal of a letter of interest similar to the Programmatic Selection Process, and then “shortlisting” to at least three of the most highly qualified firms. The standard letter of interest content may be revised to include increased page limits and project specific content. The shortlisted firms are then required to submit additional written information (technical proposal) and/or participate in additional discussions or presentation/interview. The content of the technical proposal and the format of interviews can be tailored to fit the requirements of specific projects.

Discussions, if required by the RFLol, may be written, by telephone, video conference, or by oral presentation/interview and shall be with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFLol.

The process for shortlisting at least three consultants is identical to that of the Programmatic Selection Process. The final selection of a single consultant also follows the same process but considers the written

technical proposal and/or presentation/interview along with the initial letter of interest.

3. Emergency Selection Process

The LPA may directly select a consultant for a project determined by the Director of Transportation to be an emergency which will not permit the time necessary to conduct a competitive selection process. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

4. Small Purchase Selection Process

The LPA may directly select consultants without solicitation for projects with an estimated total fee of less than \$50,000. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of fee exempt procedures. The following requirements apply:

- a. The qualifications of a minimum of three consultants must be reviewed prior to selection. The consultants considered for selection and the reasons for selecting the most qualified consultant shall be documented.

In instances where two or fewer consultants are considered qualified, the LPA may proceed with evaluation and selection if it is determined that the project requirements did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- b. The full amount of any contract modification that would cause the total contract amount to exceed \$50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if Federal funds are used in modifying an agreement above the \$50,000 simplified acquisition threshold.
- c. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

5. Special Expertise Selection Process

The LPA may directly select consultants for projects for which the service is available only from a single source. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

C. Selection Procedures – Programmatic Selection Process

1. Letter of Interest Content

Requests for Letters of Interest (RFLol) shall include the following:

- a. Project name from Ellis (County-Route-Section);
- b. A description of the project including the location.

- c. A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.), and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.
- d. Any restrictions on communicating with government officials during the selection process.
- e. Any restrictions concerning suspended or debarred firms.
- f. Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.
- g. The approximate construction cost if available.
- h. Any special provisions or contract requirements associated with the services.
- i. The following notification:

The [LPA] in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex (including pregnancy, gender identity and sexual orientation), age, disability, low-income status, or limited English proficiency in consideration for an award.
- j. The DBE Goal requirements and related selection procedures.
- k. Major work elements involved.
- l. A detailed scope of services for the agreement.
- m. The ODOT prequalification(s) required to provide the services;
- n. Subfactors - Any important aspects of a project, if any, that will play a large role in the consultant selection process.

In-State or local preference shall not be used as a selection factor or subfactor, however a local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as

establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

- o. The contract type and payment method(s) anticipated to contract for the solicited services. Refer to Chapter 4 of ODOT's Consultant Contract Administration for detailed explanations of contract types and payment methods.
- p. Estimated date of authorization.
- q. Time period in which the work must be completed.
- r. Instructions for submitting a letter of interest including content and required format. The information requested should be consistent with the rating criteria.
- s. Required content of the letter of interest (RFLol) including;
 - (1) The firm's general qualifications.
 - (2) Proposed key staff including key subconsultant staff and project approach.
 - (3) A listing of subconsultants including project responsibility.
 - (4) Whether resumes of key staff members must be submitted.
 - (5) Other information needed to make an informed selection decision.

2. Evaluation Process

- a. Initially evaluate all firms for compliance with the following requirements, advise Districts of the firms that must be eliminated from further consideration and the reason for elimination:
 - (1) Compliance with general Lol requirements, current negligence issues, and ongoing performance issues identified through CES, overall low CES rating, insufficient staff, excessive workload, or any other significant issues relative to a firm's performance.
 - (2) Inclusion on the list of firms suspended or debarred by the Federal Government.
 - (3) For projects noted as having DBE Goals, ODOT will determine whether the consultant made a good faith effort to meet the goal in accordance with 49 CFR 26.53 and Appendix A to Part 26. The letter of interest must show that the consultant has made good faith efforts to meet the goal. Good faith efforts may include: (1) Documentation that the consultant has obtained enough DBE or EDGE (Encouraging Diversity, Growth and Equity) participation to meet the goal; or (2) Documentation that it made adequate good faith efforts, as defined in 49 CFR 26.53, to meet the goal, even though it did not succeed in obtaining enough DBE/EDGE participation to do so. Consultants that do not show good faith efforts to meet the Goal will not be eligible for selection.

- b. Compliance with prequalification requirements.
- c. Reduce the number of firms to 3-6 for each project through a process of elimination, based on the selection rating factors included in the Consultant Selection Rating Form. Firms may be eliminated due to fatal flaws, overall weakness of team relative to other firms, weak project approach, etc. Provide written documentation concerning the reasons for eliminating a firm from consideration.

In instances where two or fewer consultants respond to the RFLol, or two or fewer consultants are considered qualified to be shortlisted, the LPA may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- d. For each project, rate each shortlisted firm using the selection rating form.
Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

3. Selection Rating Procedures

- a. ODOT's standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23 CFR 172 and ORC 153.65 – 153.71.
- b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams, including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.
- c. For each selection rating factor, each short listed firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based on each firm's specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLol should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of a selection factor in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differential scores

assigned to projects that require a larger role for the project manager. Similar consideration should be given to all selection factors

4. ODOT's Consultant Selection Rating Form and Selection Rating Notes

| Category | Total Value | Scoring Criteria | Score |
|--|-------------|-------------------|-------|
| Management & Team | | | |
| Project Manager | 10 | See Note a. below | |
| Strength/Experience of Assigned Staff including Subconsultants | 25 | See Note b. below | |
| Firm's Current Workload/ Availability of Personnel | 10 | See Note c. below | |
| Consultant's Past Performance | 30 | See Note d. below | |
| Project Approach | 25 | See Note e. below | |
| Total | 100 | | |

The following discussion addresses each selection rating factor including scoring methodology, appropriate sources of information and factors that may not be considered.

a. Project Manager

The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager's experience on similar projects and past performance for the LPA. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project manager's role in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.

b. Strength/Experience of Assigned Staff including Subconsultants

The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, ODOT and other agencies may be contacted.

c. Firm's Current Workload/ Availability of Personnel (Considered at statewide meeting)

In instances when consultant's current workload may impact their ability to complete the work as proposed, the firm's current workload and availability of qualified personnel shall be considered.

d. Consultant's Past Performance

The consultants' past performance on similar projects, including subconsultant performance, shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider ODOT CES performance ratings if available, and consult other ODOT Districts, ODOT Central Offices, and other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.

e. Project Approach

Evaluation of the firm's project approach shall consider:

- (1) The firm's technical approach and understanding of the project.
- (2) The firm's qualifications for the project including knowledge and experience concerning relevant ODOT standards, procedures and guidance documents.
- (3) Any innovative ideas.

When considering this factor in rating firms, the type of project and the relevance of this factor to the project must be considered. For task order and construction inspection projects, and small uncomplicated design projects, the possibility for innovation may be very limited. Larger more complex projects will generally offer more opportunities for innovation. Consultants that identify truly innovative ideas should receive credit in the selection rating, but this factor can be disregarded when projects offer little opportunity for innovation.

- (4) The firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

These factors will be relatively more important and relevant to a complex PDP project, and much less important for a construction inspection or task order contract. Please remember that Federal rules prohibit consideration of overhead rates, wage rates or any other cost data submitted voluntarily by the consultant.

D. Negotiation of Consultant Agreements

Agreements shall be negotiated in accordance with ODOT's Manual for Administration of Contracts for Professional Services, Volume 1 Consultant Contract Administration, Section 3.9.

E. Agreements

ODOT will prepare the LPA/Consultant Agreement between the Consultant and LPA. The agreement will be transmitted to the LPA by the ODOT District Office. A copy of the executed LPA/Consultant Agreement shall be returned to the District Office.

F. Documentation of Consultant Selections

The LPA shall maintain a consultant selection file that includes the following information, and provide copies of all documents to the District for their files.

1. A copy of the Request for Proposal and the date posted on ODOT's website;
2. A listing of firms that submitted Letters of Interest;
3. Letters of Interest from all firms that submitted;
4. Selection rating forms and any supporting notes and documentation, including membership of the selection committee;
5. A listing of firms selected to submit technical proposals (if applicable), copies of the technical proposals, and related correspondence;
6. Selected consultant's Price Proposal;
7. Negotiation records; and
8. A copy of the Agreement, Scope of Services, authorization letter, Invoice and Project Schedule, and any other documents relevant to the agreement.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.

6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.

6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to

perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 ODOT [\[Change the responsibility for Utility Relocation to the LPA and revise the table in Section 4.2 accordingly if the LPA will be responsible\]](#) will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal 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. For a PROJECT upon which a DBE goal is assigned, the LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

Pursuant to 49 CFR 26.13(b), the LPA agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in the performance of this Agreement. The LPA agrees to carry out applicable requirements of 49 CFR Part 26 in the award and

administration of DOT-assisted contracts. The LPA understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest”) agrees as follows:

(a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter “U.S. DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as “ADA/504”).

(b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(c) **Solicitations for Professional Services:** In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant will be notified by the LPA of the LPA’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.

(d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or 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 STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance:** In the event of the LPA’s noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (2) cancellation, termination or suspension of the contract, in whole or in part.

(f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) Above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing

such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA 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.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

| | |
|------------------------|---|
| LPA Contact, Title | Tammy K. Campbell, P.E. Deputy Director |
| City of Springdale | Ohio Department of Transportation-D08 |
| 11700 Springfield Pike | 505 South SR 741 |
| Springdale, Ohio 45246 | Lebanon, Ohio 45036 |

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [*LPA official must initial the option selected.*]

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate. ⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LAMP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* If one or more phases of this AGREEMENT include a sub-award of federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-federal entities, including ODOT's LPA subrecipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or Right of Way phases of the Project must track these payments throughout the life of the in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁵ Further, the LPA may make this

applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

⁵ Per 2 CFR §200.502

determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law.* 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 laws 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 LPA 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.
- 15.11 *Assignment.* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification.* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability.* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures.* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures.* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

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

| | |
|--------------------------------|--|
| LPA: City of Springdale | STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION |
| By: | By: |
| Title: | Jack Marchbanks Director |
| Date: | Date: |

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

| USES | LPA FUNDS | | | FHWA FUNDS | | | STATE FUNDS | | | TOTAL |
|---|----------------|-----|------|-------------|----|---------------|-------------|---|-----|----------------|
| | Amount | % | SAC | Amount | % | SAC | Amount | % | SAC | |
| PRELIMINARY DEVELOPMENT | | | | | | | \$141,440 | | | \$141,440 |
| FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS | | | | | | | \$24,960 | | | \$24,960 |
| RW SERVICES | | | | | | | \$60,000 | | | \$60,000 |
| PROJECT CONSTRUCTION COSTS | \$1,335,237.25 | 20 | 4BG7 | \$5,340,949 | 80 | 4TA7/ K108 | | | | \$6,676,186.25 |
| PROJECT CONSTRUCTION COSTS | \$1,985,389.64 | 100 | 4BG7 | | | | | | | \$1,985,389.64 |
| INSPECTION | \$606,310 | 100 | LABR | | | | | | | \$606,310 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| TOTALS | \$3,926,936.89 | | | \$5,340,949 | | | \$226,400 | | | \$9,494,285.89 |

Attachment 2

HAM CR 614 1.39
COUNTY-ROUTE-SECTION

114475
PID NUMBER

37894
AGREEMENT NUMBER

DUNS NUMBER

DIRECT PAYMENT OF CONSULTANT

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's consultant shall be paid directly to the consultant in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the consultant. In addition, the invoice must state the consultant's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the consultant and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the consultant, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (ININSERT NAME OF LPA) request that all payments for the Federal/State share of the consultant costs of this Agreement performed by (CONSULTANT'S NAME) be paid directly to (CONSULTANT'S NAME) .

| | |
|------------------|---|
| VENDOR Name: | Error! Reference source not found. |
| Oaks Vendor ID: | 0000000000 |
| Mailing Address: | Error! Reference source not found. |
| | Error! Reference source not found. |
| LPA signature: | |

| | |
|-----------------------------|---|
| LPA Name: | Error! Reference source not found. |
| Oaks Vendor ID: | 0000000000 |
| Mailing Address: | Error! Reference source not found. |
| | Error! Reference source not found. |
| ODOT Approval signature: | |

ORDINANCE NO. 10-2023

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK OF COUNCIL/FINANCE DIRECTOR TO ENTER INTO A WRITTEN AMENDMENT TO THE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE OPERATION, CONTROL, AND MAINTENANCE OF TRAFFIC SIGNAL EQUIPMENT IN THE CITY OF SPRINGDALE

WHEREAS, the City of Springdale (the “City”) entered into an agreement with the Ohio Department of Transportation for the operation, control, and maintenance of traffic signal equipment located within the City related to certain state roads and highways through the passage of Ordinance 18-2022 (the “Agreement”); and

WHEREAS, the City seeks to enter into a written amendment renewing the Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, Ohio, _____ members elected thereto concurring:

SECTION 1. Council of the City of Springdale (“Council”) agrees to authorize the Mayor and Clerk of Council/Finance Director to enter into a written amendment to the agreement with the Ohio Department of Transportation related to the operation, control, and maintenance of traffic signal equipment located within the City of Springdale related to certain state roads and highways (the “Amendment”). A copy of the Amendment is attached as Exhibit A and incorporated herein by reference.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance shall take effect at the earliest period allowed by law.

Passed this ____ day of _____, 2023.

Attest: _____
President of Council

Clerk of Council/Finance Director

Approved:

Mayor

Date

ODOT Agreement No. 37455-A
FYs 2024 - 2025

**AMENDMENT TO SIGNAL MAINTENANCE AGREEMENT
RENEWAL OF TERM**

This AMENDMENT is entered into by and between the Ohio Department of Transportation whose address is 505 South State Route 741, Lebanon, Ohio 45036 (hereinafter referred to as "ODOT"), and the City of Springdale, Ohio whose address is 11700 Springfield Pike, Springdale, Ohio 45246 (hereinafter referred to as the "City"), collectively referred to as "the Parties".

Pursuant to subsection XI.B. of the Agreement having ODOT Agreement Number 37455, the Parties wish to enter into a written amendment renewing the Agreement.

The Parties hereby agree that the renewal of the Agreement shall be effective from July 1, 2023, and remain in full force and effect until June 30, 2025, unless terminated earlier as provided in subsection XI.C or removal provided in subsection VIII of the Agreement.

The Parties agree that all other terms and conditions of the Agreement shall remain the same.

Any person executing this Amendment in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Amendment.

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

The Parties have executed this Amendment as of the last day and year written below.

STATE OF OHIO
Department of Transportation

Date: _____

By: _____
Jack Marchbanks, Director of Transportation

Date: _____

CITY OF SPRINGDALE

By: _____

(Print Name) _____

Title: _____

ORDINANCE NO. 11-2023

AN ORDINANCE CREATING SECTION 73.07 OF THE SPRINGDALE CODE OF ORDINANCES GOVERNING LIABILITY FOR PARKING VIOLATIONS IN THE CITY OF SPRINGDALE

WHEREAS, the Council of the City of Springdale, Ohio (“Council”), has previously adopted Chapter 73 of the Springdale Code of Ordinances related to parking violations; and

WHEREAS, Council seeks to amend Chapter 73 to include Section 73.07 which provides liability for the registered owner of a vehicle for parking infractions which occur within the City of Springdale.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, Ohio, _____ members elected thereto concurring:

Section 1. Chapter 73 of the Springdale Code of Ordinance shall be amended to include Section 73.07 as provided in the attached Exhibit A which is incorporated herein by reference.

Section 2. That this Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Ordinance shall be effective from and after the earliest period allowed by law.

Passed this _____ day of February, 2023.

Attest:

Clerk of Council/Finance Director

President of Council

Approved:

Mayor

Date

EXHIBIT A

Chapter 73: PARKING

§ 73.07 REGISTERED OWNER *PRIMA FACIE* LIABLE FOR UNLAWFUL PARKING.

In any hearing involving any violation for a provision of this chapter, or any ordinance of this City, regulating the stopping or standing or parking of vehicles, the owner, or person in whose name such vehicle is registered with the Registrar of Motor Vehicles shall be held *prima facie* responsible for such violation. Testimony regarding the records of the Ohio Registrar of Motor Vehicles showing the registered owner of the vehicle, or a certified registration copy showing such fact from the Registrar of Motor Vehicles, shall constitute proof of such ownership.

RESOLUTION NO. R04-2023

A RESOLUTION APPOINTING BUTCH HAFER TO SERVE AS A MEMBER OF THE CITY OF SPRINGDALE CHARTER REVISION COMMITTEE FOR THE TERM ENDING DECEMBER 31, 2026

WHEREAS, a vacancy will occur on the City of Springdale Charter Revision Committee as a result of a current member's appointment to another City Commission; and

WHEREAS, the Council of the City of Springdale, Ohio, has determined that _____ shall be appointed to fill the vacancy and serve as a member of the City of Springdale Charter Revision Committee for the remainder of the term ending December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Springdale, Ohio, with _____ members elected thereto concurring:

Section 1. That _____ be and is hereby appointed to serve as a member of the City of Springdale Charter Revision Committee for the term ending December 31, 2026.

Section 2. Council hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this _____ day of February, 2023.

Attest:

President of Council

Clerk of Council/Finance Director

Approved:

Mayor

Date