



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

*****This meeting will take place by remote access only. Please see page 2 of this agenda for information required to join this virtual meeting.*****

Executive Committee Meeting Agenda Thursday, April 8, 2021, 1:15 pm

Call to Order – Beau Michael, President

Roll Call – Brad Bodenmiller

Action on Minutes of March 11, 2021 – Executive Committee

Financial Report – Andy Yoder, Treasurer

ODOT Reports

RTPO Report – Tyler Bumbalough

1. Biennial Agreement

New Business:

1. Review of Darby Braeside Phase 3 Final Plat (Union County) – Staff Report by Brad Bodenmiller
2. Review of Adams Township Zoning Parcel Amendment (Champaign County) – Staff Report by Aaron Smith
3. Review of Jerome Township Zoning Text Amendment (Union County) – Staff Report by Aaron Smith
4. Review of Leesburg Township Zoning Text Amendment (Union County) – Staff Report by Aaron Smith

Director's Report

Comments from Individuals

Adjourn

10820 St. Rt. 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Access to anyone wishing to attend this meeting
will be remotely/virtually only using zoom.

Go to	https://us02web.zoom.us/j/83286723194
Meeting ID	832 8672 3194
Participant ID	N/A
Passcode	701006

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2021 Budget Summary

as of March 31, 2021

Revenues

		Estimated	Received	Cash Balance	%
450112	Membership Contributions	\$ 216,254.88	\$ 224,734.25	\$8,479.37	104%
450105	Grants	\$ 24,400.00	\$ 2,000.00	(\$22,400.00)	8%
450105.LUC13	ODOT RTPO Grant	\$ -	\$ -	\$0.00	0%
420107	Charges for Services	\$ 8,500.00	\$ 400.00	(\$8,100.00)	5%
420121	Subdivision Plats	\$ 45,000.00	\$ 17,814.57	(\$27,185.43)	40%
420122	Mapping	\$ 100.00	\$ -	(\$100.00)	0%
470101	Interest	\$ 1,347.56	\$ 565.83	(\$781.73)	42%
480108	Annual Dinner	\$ 2,900.00	\$ -	(\$2,900.00)	0%
480111	Refund	\$ -	\$ -	\$0.00	
	Estimated Total Revenue	\$ 298,502.44	\$ 245,514.65	(\$52,987.79)	82%

Expenditures:

		Estimated Budget	Intra-Fund Transfers	Adjusted Budget	Expended	%
510100	Salaries & Wages	\$ 175,000.00		\$ 175,000.00	\$ 39,297.63	22%
510205	PERS	\$ 24,500.00		\$ 24,500.00	\$ 5,501.70	22%
510215	Medicare	\$ 2,537.50		\$ 2,537.50	\$ 546.26	22%
510225	Workers Compensation	\$ 1,925.00		\$ 1,925.00	\$ 414.42	22%
510305	Medical	\$ 30,000.00		\$ 30,000.00	\$ 7,145.94	24%
510310	Dental Insurance	\$ 1,300.00		\$ 1,300.00	\$ 309.00	24%
510315	Vision Insurance	\$ 65.00		\$ 65.00	\$ 15.06	23%
510320	Life Insurance	\$ 110.00		\$ 110.00	\$ 25.26	23%
520115	Office Supplies	\$ 5,000.00		\$ 5,180.56	\$ 652.50	13%
520155	Subscription Fees	\$ 5,000.00		\$ 5,000.00	\$ 822.00	16%
530100	Contract Services	\$ 12,000.00		\$ 15,714.80	\$ 4,323.88	28%
530110	Tuition Reimbursement	\$ -		\$ -	\$ -	0%
530171	Professional Development	\$ 5,000.00		\$ 5,000.00	\$ -	0%
530310	Auditing Services	\$ -		\$ -	\$ -	0%
530650	Maintenance & Repair	\$ 10,000.00		\$ 10,000.00	\$ -	0%
530702	Annual Dinner	\$ 4,000.00		\$ 4,000.00	\$ -	0%
530800	Building	\$ 36,000.00		\$ 36,000.00	\$ 8,841.00	25%
540100	Equipment	\$ 2,500.00		\$ 2,500.00	\$ -	0%
550100	Travel & Expense	\$ 6,000.00		\$ 6,000.00	\$ 517.25	9%
550305	Contingencies	\$ 10,000.00		\$ 10,000.00	\$ 342.07	3%
	Estimated Total Expenditures	\$ 330,937.50		\$ 334,832.86	\$ 68,753.97	21%

STATEMENT:

Cash Balance January 1, 2021	\$ 382,567.41
Estimated Cash Balance December 31, 2021	\$ 352,296.57
Actual Cash On Hand December 31, 2021	
Estimated Total Revenue	\$ 298,502.44
Actual 2021 Revenue	\$ 245,514.65
Difference (+/Under)	\$ (52,987.79)
Estimated Adjusted Total Expenditures	\$ 334,832.86
Actual 2021 Expenditures	\$ 68,753.97
Difference (+/Under)	\$ 266,078.89

LUC Regional Planning Commission Treasurer's Report

Beginning Balance on March 1, 2021

\$ 574,193.87

Receipts

Darby Braeside LLC	Phase 3 Final Plat	\$ 4,605.37
Millcreek Twp (UC)	2021 Per Capita Annual Assessment	\$ 1,119.75
Village of Woodstock	2021 Per Capita Annual Assessment	\$ 550.00
Union County	February 2021 Interest	\$ 221.86

Total Receipts

\$ 6,496.98

Total Cash on Hand

\$ 580,690.85

Expenditures

Employee Salaries	2 Pay Periods	\$ 13,099.20
PERS	Feb-20	\$ 1,833.90
Medicare	2 Pay Periods	\$ 182.08
Worker's Compensation	Worker's Compensation Payment	\$ 138.14
CEBCO	Medical Insurance	\$ 2,381.98
Delta Dental	Dental Insurance	\$ 103.00
VSP	Vision Insurance	\$ 5.02
CEBCO	Life Insurance	\$ 8.42
Staples	Office Supplies	\$ 92.99
CRI Digital	Copier Maintenance	\$ 296.12
TRC	Monthly Rent	\$ 2,947.00
Brad Bodenmiller	Mileage - February 2021	\$ 258.84
Richwood Banking Visa	Misc. Expenses	\$ 16.07

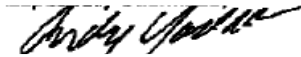
Total Expenditures

\$ 21,362.76

Balance on Hand as of March 31, 2021

\$ 559,328.09

Respectfully Submitted,



Andy Yoder, Treasurer



OHIO DEPARTMENT OF TRANSPORTATION

SUBAWARD GRANT AGREEMENT

(1) Pass-Through Entity	(2) Subrecipient's Name
Ohio Department of Transportation	Logan-Union-Champaign Regional Planning Commission
(3) Federal Awarding Agency	(4) Subrecipient's OAKS ID Number
Federal Highway Administration (FHWA)	0000080441
(5) CFDA Program Number & Name	(6) ODOT PID Number
20.205 Highway Planning and Construction	Refer to Project Data Sheet
(7) Federal Agreement Number (FAN)	(8) ODOT Agreement Number
Refer to Project Data Sheet	35987
(9) FHWA's Federal Authorization Date	(10) Subrecipient's DUNS Number
Refer to Project Data Sheet	949465462
(11) Research & Development Subaward	(12) Subrecipient's Indirect Cost Rate
Not R & D Subaward	Refer to Agreement Section XI: COMPENSATION
(13) Subaward Period of Performance Start Date and End Date	
Refer to Project Data Sheet	
(14) Federal \$ Obligated by this Action by ODOT to the Subrecipient	
Refer to Project Data Sheet	
(15) Total Federal \$ Obligated to the Subrecipient by ODOT, Including Current Obligation	
Refer to Project Data Sheet	
(16) Total Federal Award \$ Committed to the Subrecipient by ODOT	
\$78,714.13	
(17) Federal Subaward Project Description, as Required to be Responsive to FFATA	
Refer to Agreement Section I: PURPOSE	

PROJECT DATA SHEET

Subrecipient's Name	Logan-Union-Champaign Regional Planning Commission	ODOT Agreement #	35987	Data Sheet Version Date	01/08/2021	1	
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ODOT PID Number	FHWA FAN Number	Federal Authorization Date	ODOT Project Name	Period of Performance Start Date	Period of Performance End Date	State Prorata Share %	State \$ Obligated This Action	Cumulative State \$ Obligated	Federal Prorata Share %	Federal \$ Obligated This Action	Cumulative Federal \$ Obligated
114263	Pending	Pending	SFY22-23 RTPO Program	07/01/21	06/30/22	10%	\$9,839.27	\$9,839.27	80%	\$78,714.13	\$78,714.13
						Totals	\$9,839.27	\$9,839.27		\$78,714.13	\$78,714.13

AGREEMENT BETWEEN THE LOGAN-UNION-CHAMPAIGN REGIONAL PLANNING COMMISSION
AND THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION FOR REGIONAL
TRANSPORTATION PLANNING AND TRANSPORTATION PROGRAMS

The Logan-Union-Champaign Regional Planning Commission (**AGENCY**), created pursuant to Chapter 713.21 of the Ohio Revised Code, having its principal office at 10820 St. Rt. 347, P.O. Box 219, East Liberty, Ohio 43319, by resolution dated the ____ day of _____, 2021 and the State of Ohio, Department of Transportation (ODOT), having its principal office at 1980 West Broad Street, Columbus, Ohio 43223, as of the ____ day of _____, 2021: agree as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to implement 23 United States Code (U.S.C.) §135(m), as may be amended, allowing the State to establish and designate Regional Transportation Planning Organizations (RTPO) for nonmetropolitan areas outside the Urbanized Area to conduct a continuing, cooperative, and comprehensive regional transportation planning process, hereinafter referred to as the "PROCESS". The PROCESS is to result in plans and programs that consider all transportation modes and supports community development and social goals. These plans and programs shall lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods. It is the intent of the parties hereto that the PROCESS shall be carried forward on a continuing basis.

SECTION II: DEFINITIONS

1. **Catalog of Federal Domestic Assistance (CFDA) number.** §200.10 CFDA number means the number assigned to a Federal program in the CFDA.
2. **CFDA Program Title.** §200.11 CFDA program title means the title of the program under which the Federal award was funded in the CFDA.
3. **Federal Awarding Agency.** §200.37 Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity.
4. **Federal Award Date.** §200.39 Federal award date means the date when the Federal award is signed by the authorized official of the Federal awarding agency.
5. **Pass-Through Entity.** §200.74 Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
6. **Period of Performance.** §200.77 Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award.
7. **Subrecipient.** §200.93 Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
8. **Subrecipient's DUNS Number.** See §200.331(a)(1)(ii) *Subrecipient's unique entity identifier*. The DUNS Number [is] the "unique entity identifier" used to identify a specific commercial, nonprofit, or government entity. Dun & Bradstreet is the designated entity to establish and

maintain the DUNS Number, which is required for registration in SAM and used throughout federal procurement, financial assistance, and financial management systems. The subrecipient needs a Data Universal Numbering System (DUNS) number to register the entity in the U.S. Federal government's System for Award Management (SAM). A subrecipient must have an active registration in SAM to do business with the Federal Government.

SECTION III: RTPO DESIGNATION

On **January 27, 2016**, Ohio designated the Executive Committee of the Logan-Union-Champaign Regional Planning Commission, as the Regional Transportation Planning Organization for the nonmetropolitan area. The **Executive Committee** is hereby delegated the authority and responsibility for the direction, coordination, and administration of the PROCESS. Consistent with 23 Code of Federal Regulations (CFR) Part 450.210(d)(2)(i), a majority of the **Executive Committee** shall be comprised of nonmetropolitan local elected and/or appointed officials and, as appropriate, additional representatives from the State, private business, transportation service providers, economic development practitioners and the public within the "AREA" (as defined in Agreement Section V) and ODOT.

SECTION IV: SUBRECIPIENT DESIGNATION

The AGENCY is hereby designated as the SUBRECIPIENT of the Federal funds awarded by this SUBAWARD GRANT AGREEMENT.

SECTION V: RTPO BOUNDARY

The parties agree the conduct of the PROCESS will be for the area of Champaign and Logan Counties, which is hereinafter referred to as the "AREA", as designated by Ohio on **January 27, 2016**.

SECTION VI: CARRY FORWARD FUNDING

The parties agree that upon completion of the state fiscal year and WORK PROGRAM any unexpended balance of State Planning and Research funds (SPR) funds and any associated state matching funds allocated by ODOT may be carried forward into the next state fiscal year. The carry forward funding will remain available for eligible WORK PROGRAM expenses through the second quarter (December 31st) of the new state fiscal year. On January 1st of each year, the unexpended balance of any prior year SPR funds and any associated state matching funds carried forward will lapse. The AGENCY agrees to submit invoices for the eligible expenses financed with the carry forward funding, prior to the January 1st deadline, within thirty days of the end of the second quarter of the state fiscal year (approximately January 30th).

SECTION VII: TRANSPORTATION PLANNING PROCESS PRODUCTS AND SERVICES

Annually, the AGENCY shall prepare a WORK PROGRAM and budget describing the planning process and program activities to be performed under this Agreement, with the cost relating to individual work elements and the source of funding thereof. Such WORK PROGRAM and budget shall be approved by the **Executive Committee**, ODOT, and other state and federal agencies as necessary, prior to the first day of July of each fiscal year, in accordance with ODOT's RTPO Administrative Manual, as may be modified. The WORK PROGRAM, budget and any updates which can be found at <https://extranet.dot.state.oh.us/divisions/Planning/plan/STIP/default.aspx>, are made a part hereof and incorporated by this reference as if fully rewritten herein.

Specifically, the WORK PROGRAM and budget shall record the AGENCY's progress in developing and keeping current the following items, as further described in 23 CFR Part 450.210, as may be amended:

1. A Transportation Plan resulting from the PROCESS.
2. A Regional Transportation Improvement Program, with a 4-year regional project listing, resulting from the PROCESS.
3. A Participation Plan that provides reasonable opportunities for interested public and private parties to participate in the PROCESS.
4. Providing a forum for public participation in statewide and regional transportation planning processes
5. A periodic reporting of events, developments, and accomplishments resulting from the PROCESS.

SECTION VIII: COORDINATION

The AGENCY will make provisions for operators of other major modes or systems of transportation (airports, maritime ports, rail operators, freight operators) operating within the AREA, to participate in the PROCESS.

The AGENCY acting for itself and as agent for the county(ies) and each of the incorporated municipalities within the AREA shall continue the PROCESS for the AREA in conformance with the approved regional transportation planning WORK PROGRAM describing the continued treatment of the elements of the PROCESS, made a part hereof, and incorporated by reference as if fully rewritten herein, or as the same may be modified by the AGENCY with the prior approval of the ODOT in accordance with this Agreement.

SECTION IX: PERIOD OF PERFORMANCE

The work under this Agreement shall commence upon ODOT providing a letter(s) of authorization to proceed and will terminate on June 30, 2023. At that time, ODOT may renew this Agreement on substantially the same terms and conditions, in conformance with applicable Federal and State law.

In the event that the parties hereto do not execute a renewed contract, the provisions of 2 CFR Part 200 will apply. Accordingly, the AGENCY will be responsible for compliance with certain Federal requirements for not less than three years after final payment.

This Agreement and any renewal thereof is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to ODOT for the purposes of this Agreement, and to the certification of funds by the Ohio Office of Budget and Management, as required by §126.07 Ohio Revised Code. If ODOT determines that sufficient funds have not been appropriated for the purposes of this contract, or if the Ohio Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date that the funding expires without any further obligation by either party.

SECTION X: TERMINATION

This Agreement may be terminated by any party to this Agreement upon written notice to all other parties. Any such written notice of termination shall include the terminating party's reasons for electing to terminate this Agreement, and the terminating party shall send such written notice of termination by certified U.S. Mail, return receipt requested, not less than ninety (90) days prior to the effective date of termination.

If it appears to ODOT that the AGENCY has failed to perform any of the requirements of this contract, or that the AGENCY is in violation of a specific provision of this contract, ODOT may provide the AGENCY with notice of the failure to perform or the violation and shall provide a thirty (30) day period to cure any and all defaults under this contract. During the thirty (30) day cure period, the AGENCY shall incur only those obligations or expenditures which are necessary to enable the AGENCY to continue its operation and achieve compliance as set forth in the notice.

In the event of termination under this Article, the AGENCY 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 a report describing the status of all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

In the event of termination under this Article, the AGENCY 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 AGENCY shall not exceed the total amount of consideration stated in this contract. In the event of suspension or termination, any payments made by ODOT in which services have not been rendered by the AGENCY shall be returned to the State.

SECTION XI: COMPENSATION

The approved WORK PROGRAM and budget therein referenced in Section VII shall determine the total compensation to be reimbursed by ODOT to the AGENCY for professional and technical services in accordance with the terms and conditions specified in this Agreement. Prior to the beginning of each fiscal year, the WORK PROGRAM and budget shall be provided to ODOT and other state and federal agencies for their approval. Upon receipt of the WORK PROGRAM and budget, ODOT will determine the degree of eligibility for ODOT participation in the cost of various work elements.

The AGENCY shall obtain and provide the local funds to finance its share of the work contemplated by this Agreement. The AGENCY shall initially pay all costs of the work performed.

In accordance with the approved WORK PROGRAM and budget, ODOT shall provide reimbursement to the AGENCY for ninety percent (90%) of the eligible project costs incurred each fiscal year. Eligible Project Costs include direct labor, other direct, fringe benefits, and indirect project costs.

For the purposes of the program:

- (A) **Direct Labor Costs** do not include any type of paid leave or fringe benefits. Direct labor costs must be supported by personnel activity reports maintained in accordance with 2 CFR Part 200.
- (B) **Fringe Benefits Costs** are considered overhead expenses and include employee paid leave as well as other fringe benefits costs. Fringe benefits costs are allocable to direct labor and

- indirect labor.
- (C) **Indirect Costs** include indirect labor, indirect labor fringe benefits, and other allocable agency indirect costs.
 - (D) **Other Direct Costs** include direct expenses necessary to implement the program as provided for in the Scope of Work and Budget, and do not include costs defined in other categories. Other direct costs are based upon actual expenses incurred during the program period.
 - (E) Any deviation from these standard classifications must be clearly documented in the AGENCY's annual Cost Allocation Plan which must be submitted to and approved/accepted by the ODOT Office of External Audits.
 - (F) For more information on eligible costs see 2 CFR Part 200 Subpart E Cost Principles.

Reimbursement for the AGENCY's WORK PROGRAM expenses financed through this Agreement will be based on AGENCY initiated costs incurred invoices. The AGENCY shall submit periodic billings, not more frequently than monthly, to ODOT for reimbursement for those charges which are eligible for reimbursement in accordance with ODOT's RTPA Administration Manual, ODOT's MPO Contract Audit Circulars, and 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, each as may be modified. Said Standard Operating Procedure and MPO Contract Audit Circulars in 2 CFR Part 200 are made a part hereof and incorporated by this reference as if fully rewritten herein.

Any fringe benefit and/or indirect costs rates charged by the AGENCY during the period of performance of this Agreement must be in compliance with a separately executed FRINGE BENEFIT AND INDIRECT COST RATE AGREEMENT between ODOT and the AGENCY.

ODOT shall process the AGENCY's invoices within 30 days, following submission and shall be obligated to pay the AGENCY that amount determined by ODOT to be eligible for payment. If the invoice submitted to ODOT contains a defect or impropriety, ODOT shall send written notification to the AGENCY within fifteen days after receipt of the invoice. The notice shall contain a description of the defect or impropriety and any additional information necessary to correct the defect or impropriety. If ODOT sends such written notification to the AGENCY, the required payment date shall be thirty days after ODOT receives a proper invoice.

ODOT shall initially pay all costs of the work performed which are incurred by ODOT and may, owing to the multi-funding sources, directly invoice the AGENCY for the cost of services provided by ODOT for expenses within the approved WORK PROGRAM, in accordance with the terms and conditions specified in this Agreement.

In no instance shall reimbursement payments for the cost of the work to be performed exceed the maximum cost shown in the approved WORK PROGRAM and budget without prior written approval of ODOT. Any expenditure in excess of the budget, without prior written approval from ODOT, will be the exclusive responsibility of the AGENCY.

No expenditure shall be included in the cost of the work performed and no part of any funds reimbursed to the AGENCY shall be used by the AGENCY for expenditures or charges that are (1) contrary to the provisions of this Agreement, (2) not directly related to the work performed, (3) incurred without the consent of ODOT, or (4) after written notice of the suspension or termination of any or all of the AGENCY's obligations under this Agreement.

In the event that funding generally made available to ODOT by the U.S. DOT is limited either in scope or magnitude, ODOT reserves the right to mutually negotiate with the AGENCY a revision to this Agreement as an alternative to termination.

SECTION XII: AUDIT

The AGENCY shall have an independent financial statement audit performed on an annual basis in accordance with 31 U.S.C. Chapter 75, the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and ODOT's MPO Contract Audit Circulars, each as may be modified, and any other applicable regulation. Completion or termination of this Agreement shall not alter this obligation.

SECTION XIII: INSPECTION OF WORK

As often as deemed necessary by ODOT, or U.S. DOT, the AGENCY shall provide ODOT, or U.S. DOT, or both, or any of their duly authorized representatives, upon reasonable notice, proper facilities for the review, inspection, and programmatic audits of the work performed under this Agreement and any records in support of the work performed. This will include provision for office space for ODOT's representative. The AGENCY shall include in all its subcontracts under this Agreement a provision that ODOT, U.S. DOT, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers, and records of any contractor or consultant involving transactions related to this Agreement for three years from the final payment under this Agreement.

SECTION XIV: PERSONNEL

The AGENCY agrees that all services required in the approved WORK PROGRAM will be performed by the AGENCY or by its contractors or consultants. The AGENCY represents that it has, or will secure, all personnel required to perform the services under this Agreement. The AGENCY shall submit a listing of such personnel, salary ranges, and person-hours allocated to each work element in the approved WORK PROGRAM and budget to ODOT. None of the AGENCY's personnel, nor any of its contractors or consultants may be current employees of ODOT.

SECTION XV: REPORTS, INFORMATION, AND RIGHTS IN DATA

The AGENCY's progress in completing the WORK PROGRAM will be monitored through annual AGENCY progress reports. Each progress report shall include a narrative description and financial expenditure summary for each work element in the approved WORK PROGRAM and budget. ODOT and the U.S. DOT will review the progress reports to assure the AGENCY is making satisfactory progress toward meeting the WORK PROGRAM commitments to justify reimbursement payments. If the progress reports demonstrate the AGENCY is not satisfactorily advancing a WORK PROGRAM product or activity, ODOT will notify the AGENCY in writing and work with the AGENCY to identify corrective actions. The AGENCY will have one month from the date of ODOT's written notification to begin good faith efforts to correct the deficiency. Whenever ODOT and the AGENCY are unable to agree on corrective actions, and the situation is such, in the opinion of ODOT, that it indicates there has been gross malfeasance, misfeasance, or nonfeasance by the AGENCY, ODOT may withhold funds until the AGENCY takes corrective actions deemed acceptable to ODOT.

Publication of reports is limited to those shown in the approved WORK PROGRAM unless otherwise authorized by ODOT or the U.S. DOT and only after satisfactory resolution of all comments made by these agencies. Acknowledgment of the cooperative effort of appropriate parties shall be made in each report; for example, "Prepared in cooperation with the U.S. Department of Transportation's Federal Highway Administration and Federal Transit Administration, the Ohio Department of Transportation, and local communities." A disclaimer statement, where appropriate and requested by ODOT, shall also be included; for example, "The contents of this report reflect the views of the

AGENCY/author, which is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view and policies of ODOT and/or the U.S. DOT. This report does not constitute a standard, specification, or regulation.”

The foregoing limitations are not applicable to dissemination of data necessary to perform a service function of the AGENCY. Such dissemination of data shall be made in accordance with the AGENCY’s established policy contained in the approved WORK PROGRAM.

The AGENCY shall retain the copyright for all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, technological information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, documentation, and other materials and property that are prepared, developed, or created under or in connection with this Agreement. The AGENCY agrees to grant to ODOT and the U.S. DOT, a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, disclose, distribute, or otherwise use, and to authorize others to use, for State or Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which the AGENCY purchases ownership for this Agreement.

The patent rights provisions of 35 U.S.C Section 1 et seq., and CFR Title 37 regarding rights to inventions are made a part hereof and incorporated by this reference as if fully rewritten herein.

SECTION XVI: NON-DISCRIMINATION

To effectuate compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.); as amended, the following notice to the AGENCY regarding federal aid recipients applies. During the performance of this Agreement, the AGENCY for itself, its assignees and successors in interest agrees as follows:

1. AGENCY will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40-years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. AGENCY will, in all solicitations or advertisements for employees placed by or on behalf of AGENCY, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40-years or older), or military status (past, present, or future).
3. AGENCY agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. AGENCY shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the AGENCY’s compliance with Title VI.
4. Compliance with Regulations: The AGENCY (hereinafter includes consultants) will comply with the Acts and Regulations relative to nondiscrimination in Federally-assisted programs

of the U.S. DOT 49 CFR Part 21, as amended, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.

5. Nondiscrimination: The AGENCY, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of contractors and consultants, including in the procurement of materials and leases of equipment. The AGENCY will not participate either directly or indirectly in the discrimination prohibited by the Acts and Regulations as set forth in section 10 below, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21. 49 CFR 21.5 including employment practices when the contract covers a program set forth in Appendix B to Part 21 of the Regulations.
6. Solicitations for Contracts, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the AGENCY for work to be performed under a contract, including procurement of materials or equipment, each potential contractor or supplier will be notified by the AGENCY of the AGENCY's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age (40-years or older), disability, low-income status, or limited English proficiency.
7. Information and Reports: The AGENCY will provide all information and reports required by the Acts, Regulations and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ODOT, FHWA, or FTA to be pertinent to ascertain compliance with such Acts, Regulations and directives. Where any information required of the AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, the AGENCY will so certify to ODOT, FHWA or FTA as appropriate, and will set forth what efforts it has made to obtain the information.
8. Sanctions for Noncompliance: In the event of the AGENCY's noncompliance with the nondiscrimination provisions of this Agreement, ODOT will impose such Agreement sanctions as ODOT, FHWA, or FTA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the AGENCY under the Agreement until the AGENCY complies, and/or
 - b. cancellation, termination, or suspension of the Agreement, in whole or in part.
9. Incorporation of Provisions: The AGENCY will include the provisions of paragraphs one through nine in every contract, including procurement of materials and leases of equipment, unless exempt by the Acts, Regulations, or directives issued pursuant thereto. The AGENCY will take such action with respect to any contracts or procurement as ODOT, FHWA, or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the AGENCY becomes involved in, or is threatened with, litigation by a contractor, consultant, or supplier as a result of such direction, the AGENCY may request ODOT to enter into such litigation to protect the interests of ODOT, and, in addition, the AGENCY may request the United States to enter into such litigation to protect the interest of the United States.

10. During the performance of this contract, the AGENCY, for itself, its assignees, and successors in interest (hereinafter referred to as the “AGENCY”, which includes any consultants) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 2000ff)

SECTION XVII: DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the AGENCY that disadvantaged businesses, as defined by 49 CFR, Part 26, shall have an opportunity to participate in the performance of RTPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise (DBE) Program are to ensure nondiscrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The AGENCY and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the AGENCY in a nondiscriminatory environment.

AGENCY agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation) in the performance of this Agreement. AGENCY agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. AGENCY 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 the Ohio Department of Transportation deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or, (4) Disqualifying the AGENCY from future bidding as non-responsible.

SECTION XVIII: PROHIBITED INTEREST

No member, officer, or employee of ODOT shall have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

No personnel of AGENCY who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to ODOT in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless the State shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

SECTION XIX: INTEREST OF MEMBERS OF CONGRESS

No member of the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

SECTION XX: DRUG-FREE WORKPLACE

The AGENCY agrees to comply with all applicable state and federal laws regarding drug-free workplace. The AGENCY shall make a good faith effort to ensure that all AGENCY employees, while

working, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

SECTION XXI: CONDUCT, ETHICS AND INTEGRITY

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

Further, the AGENCY agrees, by its signature hereto, that to the best of its knowledge, information, and belief, that it will not engage or otherwise employ or utilize or award contracts to contractors or consultants that, or have principals who:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or AGENCY;
2. Within a three year period immediately preceding the date on which this Agreement was executed, have been convicted of or had a civil judgment against them for commission of fraud or a felony offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any felony; and
4. Within a three-year period immediately preceding the date on which this Agreement was executed, have had one or more public transactions terminated for cause or default.

The AGENCY certifies or affirms the truthfulness and accuracy of the contents of the statements submitted by this certification and understands the provisions of 31 U.S.C. Sections 3801 et seq., are applicable thereto.

SECTION XXII: RESTRICTIONS ON LOBBYING

The AGENCY agrees to comply with the provisions of 31 U.S.C. Section 1352, which prohibit the use of federal funds to lobby any official or employee of any federal AGENCY, or member or employee of Congress; and to disclose any lobbying activities in connection with federal funds.

The AGENCY certifies by its signature hereto that:

1. No funds appropriated by the United States have been paid or will be paid by or on behalf of the AGENCY to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with awarding any federal contract, making any federal grant, making any federal loan, entering into of any cooperative agreement, and extending, continuing, renewing, amending or modifying any federal contract, grant, loan or cooperative agreement.
2. If funds, other than those appropriated by the United States have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the

AGENCY shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The AGENCY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. The AGENCY's certification is a prerequisite imposed by 31 U.S.C. Section 1352, for making or entering into this Agreement. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION XXIII: OHIO ELECTIONS LAW

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

SECTION XXIV: TRADE

Pursuant to Division (B) of Section 9.76 of the Revised Code, AGENCY warrants that AGENCY is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

SECTION XXV: INDEMNIFICATION/HOLD HARMLESS

To the extent allowed by law, AGENCY shall indemnify and hold harmless ODOT for any and all claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which arise as a result of the services performed by the AGENCY, or its employees or agents which is in any way connected with or based upon the services rendered in performing this Agreement.

SECTION XXVI: STATE AUDIT FINDINGS

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

SECTION XXVII: DEBARMENT

AGENCY represents that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 5513.06 or R.C. 125.25. If this representation is found to be false, this Agreement is void *ab initio* and AGENCY shall immediately repay to ODOT any funds paid under this Agreement.

SECTION XXVIII: DISPUTES

The AGENCY agrees that all disputes concerning questions of fact in connection with the work and not otherwise disposed of by the specific terms of this Agreement or by mutual agreement among the parties hereto shall be resolved as follows:

The AGENCY shall notify ODOT in writing within 60 days following any determination by ODOT which in the estimation of the AGENCY is in material conflict with facts concerning the subject matter. In such notification, the AGENCY shall present evidentiary matters as may support the AGENCY's position and shall request a review of said previous determination. Within a reasonable period of time, ODOT shall cause the circumstances and facts be reappraised for the purposes of redetermination.

The AGENCY hereby agrees that ODOT will decide such questions which may arise including, for example, the quality or acceptability of materials furnished and work performed, the rate of progress of the work, the acceptable fulfillment of the Agreement on the part of the AGENCY, matters concerning compensation, and all other matters in dispute relating to facts in connection with this Agreement and the services or work to be performed thereunder.

SECTION XXIX: COMPLIANCE WITH LAWS AND PERMITS

The AGENCY shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules regulations, and orders of any public authority bearing on the performance of the Agreement, including but not limited to, the laws referred to in these provisions of the Agreement and the other Agreement documents. If the Agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the AGENCY shall furnish to ODOT certificates of compliance with all such laws, orders, and regulations. AGENCY accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the AGENCY in the performance of the work authorized by this Agreement. ODOT shall not be liable for any taxes under this Agreement.

SECTION XXX: COUNTERPARTS

This Agreement may be executed in more than one (1) counterpart, and each counterpart shall be deemed and considered an original instrument for any and all purposes.

SECTION XXXI: CHANGE OR MODIFICATION

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

SECTION XXXII: GOVERNING LAW/SEVERABILITY

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

If any provision of this Agreement or application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.

(The remainder of this page is left blank intentionally.)

SECTION XXXIII: 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.

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 signature of 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.

LOGAN-UNION-CHAMPAIGN REGIONAL PLANNING COMMISSION	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Brad Bodenmiller, Executive Director	Jack Marchbanks Director
Date:	Date:

EXHIBIT 1

DIRECT PAYMENT OF CONTRACTOR

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 contractor shall be paid directly to the Vendor in the prorata share of Federal/Share 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 vendor. In addition, the invoice must state the Vendor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

We the Logan-Union-Champaign Regional Planning Commission request that all payments for the Federal/State share of the equipment costs of this agreement performed by Clark County-Springfield Transportation Coordinating Committee be paid directly to Clark County-Springfield Transportation Coordinating Committee.

VENDOR Name: Clark County-Springfield Transportation Coordinating Committee
OAKS Vender ID: 0000053005
Mailing Address: 3130 East Main Street, Suite 2A
Springfield, Ohio 45505

LPA Signature: _____

LPA Name: Logan-Union-Champaign Regional Planning Commission
Oaks Vendor ID: 0000080441
Mailing Address: 10820 St. Rt. 347
P.O. Box 219
East Liberty, Ohio 43319

Approved, ODOT signature

EXHIBIT 2

**Memorandum of Understanding
among
Logan-Union-Champaign Regional Planning Commission
Board of Commissioners
Clark County
Clark County-Springfield
Transportation Coordinating Committee**

This MEMORANDUM OF UNDERSTANDING (MEMORANDUM) by and between the Logan-Union-Champaign Regional Planning Commission (LUCRPC), the Board of Commissioners of Clark County, Ohio (CLARK COUNTY), and the Clark County-Springfield Transportation Coordinating Committee (CCSTCC) defines the responsibilities of the parties to accomplish the objectives of LUCRPC to carry out transportation planning services for the Regional Transportation Planning Organization (RTPO) as defined by the Ohio Department of Transportation (ODOT).

WITNESSETH:

WHEREAS, LUCRPC was established and has its authority as a Regional Planning Commission pursuant to Section 713.21 and 713.23 of the Ohio Revised Code; and

WHEREAS, Logan and Champaign Counties within the LUCRPC planning area are designated as a Regional Transportation Planning Organization (RTPO) by the Governor of the State of Ohio, acting through the State of Ohio Department of Transportation (ODOT), and in cooperation with locally elected officials within Logan and Champaign Counties; and

WHEREAS, CCSTCC is designated as a Metropolitan Planning Organization (MPO) by the Governor of the State of Ohio, acting through the State of Ohio Department of Transportation (ODOT), and in cooperation with locally elected officials within the metropolitan planning area of Clark County; and

WHEREAS, CLARK COUNTY, located at 3130 East Main Street, Springfield, Ohio, 45505, contracts for services on behalf of the CCSTCC; and

WHEREAS, the CCSTCC designated planning area and the LUCRPC designated planning area are adjacent to one another and the population centers of Clark, Champaign, and Logan Counties are connected via the US Route 68 transportation corridor; and

WHEREAS, the CCSTCC has been conducting the transportation process as defined by the US Department of Transportation since 1964; and

WHEREAS, CCSTCC has been providing transportation planning services to the LUCRPC RTPO planning area since 2017; and

WHEREAS, LUCRPC desires to have CCSTCC continue providing transportation planning services and CCSTCC is willing to provide such services.

NOW, THEREFORE, LUCRPC, CLARK COUNTY, and CCSTCC do mutually agree as follows:

ARTICLE I. STATEMENT OF WORK

- 1.1 CCSTCC agrees to perform the work set forth on ATTACHMENT A- SCOPE OF SERVICES. ATTACHMENT A is incorporated herein by this reference as if fully written herein.
- 1.2 Review and approvals of work accomplished by CCSTCC shall be performed by LUCRPC.
- 1.3 Any questions or suggestions concerning the work to be performed by CCSTCC shall be submitted to the Transportation Director for CCSTCC ("Transportation Director"). Any requests for nonmaterial modifications concerning the work shall be discussed with and approved by the Transportation Director. Any material changes to the scope of services must be made in accordance with section 6.3.
- 1.4 LUCRPC may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to CCSTCC concerning the performance of the work described in this MEMORANDUM. CCSTCC will fulfill such requests within a reasonable time period to the satisfaction of LUCRPC. It is expressly understood by the parties that these instructions and requests are for the sole purpose of insuring satisfactory completion of the work described in this MEMORANDUM, and are not intended to amend or alter the scope of work provided for by this MEMORANDUM.
- 1.5 LUCRPC shall promptly furnish CCSTCC with complete and accurate information, data, reports, records, and maps as are existing, available, and necessary to complete the work in ATTACHMENT A.
- 1.6 CCSTCC shall furnish LUCRPC with copies of all reports, charts, schedules, exhibits, and other materials prepared to accomplish the work specified in ATTACHMENT A. CCSTCC shall maintain files of all work-related documents. Files shall be available for public inspection during regular business hours. When required by law, CCSTCC shall make copies of requested public records available at cost after the receipt of payment from the requester.
- 1.7 It is expressly understood that CCSTCC's work does NOT include items that are not included on ATTACHMENT A or that are not work typically associated with an RTPD per Federal and State guidance.
- 1.8 The services of CCSTCC shall commence upon the issuance of an "Authorization to Proceed" by LUCRPC to CLARK COUNTY and CCSTCC, and shall continue in accord with terms as outlined herein.

ARTICLE 2. FUNDING

- 2.1 It is expressly understood by the parties that none of the rights, duties, and obligations described in this MEMORANDUM shall be binding on any party until such time as all necessary funds are appropriated by LUCRPC according to the terms established herein and approved by the parties.
- 2.2 LUCRPC, with the approval of ODOT, shall provide State Fiscal Year RTPPO budget to CCSTCC to complete the work in ATTACHMENT A. The RTPPO budget, including all Federal, State, and Local funding, is contained in ATTACHMENT B-BUDGET. ATTACHMENT B is incorporated herein by this reference as if fully written herein.
- 2.3 Reimbursement payments shall be made payable to "TCC."
- 2.4 CCSTCC shall invoice ODOT monthly, through the direct pay provisions in EXHIBIT 1 of The LUCRPC 2022/2023 ODOT biennial agreement #35987, for the Federal and State share of payment due for completing the work in ATTACHMENT A.
- 2.5 LUCRPC shall be provided copies of ODOT invoices prior to submittal and LUCRPC shall act to approve, modify, or reject the invoices within thirty (30) calendar days of receipt and shall inform CCSTCC of its action within five (5) working days.
- 2.6 CCSTCC shall invoice LUCRPC at least quarterly for the Local share of payment due for completing the work in ATTACHMENT A.
- 2.7 Except as provided in paragraph 3.4 below, the Local share of payment from LUCRPC shall be due no later than forty-five (45) calendar days from the date of the CCSTCC invoice.

ARTICLE 3. EXPENDITURES

- 3.1 Expenditures by CCSTCC directly benefiting LUCRPC-payroll, fringe benefits, direct expenses, indirect expenses -shall be subject to the policies and procedures of CLARK COUNTY and the Ohio Department of Transportation.
- 3.2 A monthly statement of expenditures incurred for LUCRPC by CCSTCC shall be reviewed and approved at a regular meeting of CCSTCC prior to invoicing LUCRPC.
- 3.3 In the event expenditures are expected to exceed the budget contained in ATTACHMENT B, CCSTCC shall notify LUCRPC and provide an estimate of the additional funds required for the necessary work to be accomplished.
- 3.4 LUCRPC shall act to approve, modify, or reject requests made under paragraph 3.3 within thirty (30) calendar days of receipt of the notice and shall inform CCSTCC of its action within five (5) working days. If the request is approved or modified, the parties shall approve a modified budget to replace ATTACHMENT B to reflect the approved or

modified amount.

ARTICLE 4. RIGHTS IN DATA AND COPYRIGHTS

- 4.1 Any person, agency, or local governmental unit shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, in whole or in part, to the extent created through this agreement. No report, document, or other material produced in whole or in part with the funds provided to CLARK COUNTY or CCSTCC shall be subject to copyright by CLARK COUNTY or CCSTCC in the United States or any other country. Nothing in this paragraph is intended to authorize the violation of any third party's rights.
- 4.2 LUCRPC shall retain the copyright for all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, technological information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, documentation, and other materials and property that are prepared, developed, or created under or in connection with this MEMORANDUM. LUCRPC agrees to grant to ODOT and the U.S. DOT, a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, disclose, distribute, or otherwise use, and to authorize others to use, for State or Federal Government purposes: (a) the copyright in any work developed under this MEMORANDUM; and (b) any rights of copyright to which LUCRPC purchases ownership for this Agreement.

ARTICLE 5. COMPLIANCE WITH LAW AND POTENTIAL LIABILITY

- 5.1 Each party agrees to comply with all applicable Federal, State, and local laws and regulations in the conduct of the work hereunder. In the event that any provision of this contract conflicts with any law or regulation, the law or regulation shall prevail.
- 5.2 CCSTCC shall comply with Title VI of the Civil Rights Act of 1964 relative to nondiscrimination.
- 5.3 Each party agrees to be responsible for any acts or omissions by or through itself or its agents, employees and contracted servants; each party further agrees to defend itself and pay any judgments and costs arising out of such acts or omissions; and nothing in this agreement shall impute or transfer any such responsibility from one to the other. Nothing in this agreement is intended to create any third party beneficiaries or to waive any defense that either party may have against any third party.
- 5.4 In no event shall any party be liable to any other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

ARTICLE 6. AGREEMENT TERM, TERMINATION, AND MODIFICATION

- 6.1 This MEMORANDUM shall officially begin on July 1, 2021, and officially terminate on June 30, 2023

- 6.2 Early termination of this MEMORANDUM may be made by either party by giving the other a thirty (30) calendar day written notice prior to the effective date of termination. In the event the MEMORANDUM is terminated, CCSTCC shall suspend work and submit a final invoice to LUCRPC for work performed prior to termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CCSTCC will become the property of LUCRPC.
- 6.3 In the event this MEMORANDUM requires modification for any reason, the modification may be accomplished through the execution of a "Letter of Modification" or supplementary Memorandum signed by the parties hereto.

ARTICLE 7. AUDIT AND FISCAL MANAGEMENT SYSTEMS

- 7.1 LUCRPC is the recognized Tier one subrecipient and CCSTCC is the recognized Tier two subrecipient as determined in ATTACHMENT C -CCSTCC Subrecipient Checklist for the Ohio Federal State Planning and Research Funding financing this MEMORANDUM's scope of services. ATTACHMENT C is incorporated herein by this reference as if fully written herein.
- 7.2 As recognized Federal-Aid subrecipients CCSTCC and LUCRPC will follow the Audit and Fiscal Management System requirements of 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 7.3 As the Tier one subrecipient for this funding, LUCRPC will follow 2 CFR 200.331 monitoring and reporting requirements for pass-through funding to CCSTCC.
- 7.4 CCSTCC and LUCRPC will include Federal reimbursements associated with this MEMORANDUM in their annual Schedule of Expenditures of Federal-Aid (SEFA) annual reporting.
- 7.5 CCSTCC will maintain and provide LUCRPC financial statements necessary for compliance with 2 CFR 200.510.

(the remainder of this page left blank intentionally)

IN WITNESS WHEREOF, the parties have executed this MEMORANDUM OF UNDERSTANDING on the day and year as set forth below.

LOGAN-UNION-CHAMPAIGN (LUCRPC)
REGIONAL PLANNING COMMISSION

CLARK COUNTY- SPRINGFIELD
TRANSPORTATION
COORDINATING COMMITTEE

Bradley Bodenmiller,
LUCRPC Executive Director

Date: _____

Scott Schmid,
CCSTCC Transportation Director

Date: _____

BOARD OF COMMISSIONERS
CLARK COUNTY, OHIO

Approval as to form:
DANIEL P. DRISCOLL
CLARK COUNTY PROSECUTOR

Jennifer Hutchinson
County Administrator

County Prosecutor

RESOLUTION #: _____

DATE: _____

EXHIBIT 2 ATTACHMENT A

SCOPE OF SERVICES

1. Provision of Transportation Planning Services and Related Accounting:
 - a. LUCRPC's full RTPO budget shall be allocated to CCSTCC in order for CCSTCC to provide all transportation planning activities for Champaign County and Logan County on behalf of LUCRPC.
 - b. CCSTCC shall have a direct relationship with, and maintain compliance with ODOT and other State and Federal agencies as it relates to Indirect Cost Allocation Plans, and all other related RTPO accounting.
2. Work Elements:
 - a. CCSTCC shall prepare on behalf of LUCRPC an annual LUCRPC RTPO Planning Work Program acceptable to ODOT.
 - b. CCSTCC shall provide services similar to those found in Work Elements 601, 602, 605, 610, 674, 697 in annual CCSTCC MPO Planning Work Programs. Specific deliverables relating to the coded items will be listed in the aforementioned LUCRPC RTPO Planning Work Program.
 - c. CCSTCC shall provide grant writing in conjunction with Local Public Agencies to bring tangible capital transportation improvements to Champaign and/or Logan County.
3. Reporting, Training, and Networking:
 - a. CCSTCC shall make staff available to attend monthly LUCRPC meetings to directly report to LUCRPC staff and committees.
 - b. CCSTCC shall generate on behalf of LUCRPC all RTPO reports required by ODOT and other State and Federal agencies.
 - c. CCSTCC shall attend and participate on behalf of LUCRPC all trainings, webinars, conference calls, meetings, and events deemed necessary by ODOT and other State and Federal agencies.
 - d. CCSTCC shall attend and participate on behalf of LUCRPC all meetings related to the Ohio Association of Regional Councils Transportation Directors Committee.
4. Ongoing Analysis:
 - a. CCSTCC shall evaluate ways to strengthen the RTPO through potential expansion and innovation.

EXHIBIT 2 ATTACHMENT B

BUDGET

LUCRPC, with the approval of ODOT, shall provide State Fiscal Year RTPPO budget to reimburse CCSTCC for incurred costs to complete the work in ATTACHMENT A. CCSTCC shall have a direct relationship with, and maintain compliance with ODOT and other State and Federal agencies as it relates to Indirect Cost Allocation Plans, and all other related RTPPO accounting.

Reimbursement for Federal and State incurred expenses will be through an ODOT direct pay provision in the LUCRPC ODOT Biennial Agreement #35987. LUCRPC understands that the Federal and State funding requires a 10% match and agrees to reimburse CCSTCC for this portion as described in Section 2 of this MEMORANDUM. The total amount approved by LUCRPC in SFY 2022 shall not exceed \$88,553.40 in Federal and State funding and \$9,839.27 in local matching funds. The total amount approved by LUCRPC in SFY 2023 shall not exceed \$88,553.40 in Federal and State funding and \$9,839.27 in local matching funds.

Exhibit 2 Attachment C

RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

Important Terms:

Recipient: A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

Subrecipient: A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

Contractor: A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

Instructions: The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

Note: One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office _____

Entity receiving funds _____

Funding Source(s) _____

Notes:

CHARACTERISTICS

EXPLANATIONS

Decision Making Authority

200.330 a. 1 Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

200.330 a.3 Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.4 Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

Nature of Award

200.330 a. 2 Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.

200.330 a.4 Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

Criteria for Selection

EXPLANATIONS

200.330 a.5 In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be contributing match or other non-Federal funding in support of the award?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be reimbursed for only actual costs incurred?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.3 Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Was the entity's proposed price a factor in the selection process?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Will the entity derive a profit from the agreement?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity was chosen because it has the best widgets or service for the price, it has a contractor relationship with the recipient. Typically, a procurement method is followed, such as a competitive bid or RFP process. In this type of agreement, the entity usually makes a profit by delivering this good or service to the recipient. Payments to contractors are typically made based on contract terms.

Conversely, if the entity was chosen because it was already providing a service within the guidelines of the grant program and wants to partner with the recipient to expand the delivery or assist in meeting the goal of the grant, it may be a subrecipient. Typically, the entity may not make a profit and may provide its own non-federal funding as match or cost sharing. The entity may have been chosen through an application process or an announcement of funding, as opposed to the procurement process described above. Payment to a subrecipient is generally based on actual expenses unless awarded on a fixed amount subaward (2 CFR 200.332). It is typical of subrecipients to submit budgets, financial reports, or copies of invoices to the recipient, to document activity.

Entity's Business Environment

EXPLANATIONS

200.330 b.1 Provides the goods and services within normal business operations;

b. Is the entity's normal business to provide the goods or services being purchased in the agreement?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

200.330 b.2 Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship.
If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, per the terms of the award, then a subrecipient relationship exists.

Conversely, if the recipient hires an entity to update their own building to be handicapped accessible, then a contractor relationship exists.

Determination

EXPLANATIONS

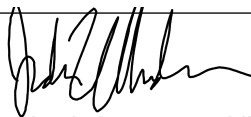
Final Determination

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

Determined by _____ (enter name of person initially making decision) _____ (date)

Approved by _____ (enter name of person reviewing) _____ (date)



*Based on the relationship determined above, see additional guidance on requirements governing agreements.
Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements,
Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.*



Logan-Union-Champaign Regional Planning Commission

Director: Bradley J. Bodenmiller

Director's Report – April 8, 2021

Brad's Activities:

3/15	Discussion with MORPC regarding rail planning.
3/16	Attended Logan Co (L) Land Bank meeting. Meeting with Rushcreek Twp (L) to redevelop Planning Commission training.
3/23	Attended Champaign Co (C) Local Road Safety Plan meeting.
3/24	Attended OARC meeting.
3/25	Attended CORPO TAC meeting.
3/29	Attended Leesburg Twp (U) Zoning Commission meeting.
4/6	Attended Union Co (U) staff meeting.
Ongoing	Attended courses during CDBG Basics Training in March-April
Ongoing	COVID-19 policy updates
Ongoing	US 33 Long-Range Corridor Study – Final Draft completed

Aaron's Activities:

3/15	Attended virtual Union Co Parks & Trails Working Group meeting
3/15	Virtual discussion of Ag Exemption form with Rushcreek Twp (L)
3/23	Gave zoning training to Village of Rushsylvania (L)
3/29	Attended Millcreek Twp (U) ZC Hearing (virtual)
Mapping	Stokes Twp (L), Lake Twp (L), Liberty Twp (L), Vlg of West Liberty (L), Vlg of Lakeview (L), Jerome Twp (U), Millcreek Twp (U), Harrison Twp (C)
Zoning Support/Assisting Jurisdictions	Vlg of Lakeview (L), Vlg of West Liberty (L), Vlg of West Mansfield (L), Harrison Twp (L), Jefferson Twp (L), Richland Twp (L), Zane Twp (L), Union Co. (U), Claibourne Twp (U), Darby Twp (U), Jerome Twp (U), Leesburg Twp (U), Paris Twp (U), Union Twp (U), Washington Twp (U), City of Urbana (C), Vlg Of Christiansburg (C), Vlg of Mechanicsburg (C), Vlg of N. Lewisburg (C), Vlg of St. Paris (C), Adams Twp (C), Harrison Twp (C), Mad River Twp (C)

Heather's Activities:

3/18	Ohio Land Bank Association Network Meeting via Zoom
3/25-3/26	Grant Writing for the Grantphobic via Zoom
3/29-4/1	CDBG Basics Virtual Training
3/30	Bid Opening – CDBG – Freeman Avenue
4/5	CDBG Basics Virtual Training
4/6	Champaign County CDBG – 1 st Public Hearing Champaign County Housing Coalition Fair Housing Training - virtual
Ongoing	LUC web-site updates
Ongoing	Logan County Land Bank activities
In Progress	CDBG Desktop Monitoring of Urbana – Critical grant
In Progress	PY21 CDBG activities
Completed	1 st Quarter Fair Housing mailings

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Executive Committee Meeting Minutes
Thursday, April 8, 2021

President Beau Michael called the meeting to order at 1:18 pm.

Roll Call – Brad Bodenmiller

Members present: Brad Bodenmiller, Tyler Bumbalough, Preston Carter, Tim Cassady, Brian Davidson, Wes Dodds, Todd Freyhof, Todd Garrett, Kyle Hoyng, Dennis Kauffman, Steve McCall, Beau Michael, Mark Robinson, Steve Robinson, Ryan Shoffstall, Ryan Smith, Bill Narducci for Jeff Stauch, Ben Vollrath, Jason Willis, and Andy Yoder.

Members absent: John Brose, Scott Coleman, Ashley Gaver, Tammy Noble, Tim Notestine, Jeff Rea, George Showalter, and Ben Wiltheiss.

Guests present: Chad Henry, Choice One Engineering; Randy VanTilburg, Mannik, Smith Group; Aaron Smith and Heather Martin of LUC Regional Planning Commission.

Minutes – Ryan Smith moved a motion to approve the minutes from the March 11, 2021 meeting, as written, and Tyler Bumbalough seconded. All in favor.

Financial Report – Andy Yoder presented the Financial Report for March. Ben Vollrath moved a motion to accept the Financial Report and Todd Garrett seconded. All in favor.

ODOT Reports:

ODOT Reports are available on LUC's website. Brian Davidson reported for District 6.

RTPO:

Tyler Bumbalough provided a quick update on the RTPO.

1. Biennial Agreement
 - Steve McCall moved a motion to authorize the LUC Director to enter into the Biennial Agreement and Wes Dodds seconded. All in favor.

New Business:

1. Review of Darby Braeside Phase 3 Final Plat (Union County) – Staff Report by Brad Bodenmiller
 - Bill Narducci moved a motion to accept the recommendation of approval of the Darby Braeside Phase 3 Final Plat and Tim Cassady seconded. All in favor.
2. Review of Adams Township Zoning Parcel Amendment (Champaign County) – Staff Report by Aaron Smith



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

- Todd Freyhof moved a motion to accept the recommendation of denial with staff comments of the Adams Township Zoning Parcel Amendment and Steve McCall seconded. All in favor.
- 3. Review of Jerome Township Zoning Text Amendment (Union County) – Staff Report by Aaron Smith
 - Andy Yoder moved a motion to accept the recommendation to approve with modifications of the Jerome Township Zoning Text Amendment per the staff report and Steve Robinson seconded. All in favor.
- 4. Review of Leesburg Township Zoning Text Amendment (Union County) – Staff Report by Aaron Smith
 - Steve McCall moved a motion to recommend approval of the Leesburg Township Zoning Text Amendment and Ben Vollrath seconded. All in favor.

Director's Report

Comments from Individuals:

- Ben Vollrath – Is there any comment coming from TRC on the ability to get back into the facility and do something in person again? Brad Bodenmiller responded that the ability to have virtual meetings expires July 1 so in person meetings will have to resume. Brad will need to have a conversation with TRC about using their large meeting room and potential cost of using it.

Adjourn – Steve McCall moved a motion to adjourn the LUC Executive Committee Meeting at 1:49 pm and Tim Cassady seconded. All in favor.

Next Scheduled Meeting: Thursday, May 13, 2021, 1:15 pm utilizing Zoom.

President

Secretary

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