



Dave Gulden, AICP
Director

Jim Holycross
President

Jeremy Hoyt
Vice-President

Dave Faulkner
2nd Vice-President

Robert A. Yoder
Treasurer

Executive Committee Meeting Agenda
Thursday, June 8, 2017, 1:15 PM

Call to Order – Jim Holycross, President

Roll Call – Dave Gulden

Action on Minutes of April 13, 2017 – Executive Committee

April Financial Report – Andy Yoder, Treasurer

May Financial Report – Andy Yoder, Treasurer

ODOT Reports

RTPO Report – Dave Gulden

1. Affirm RTIP resolution as approved in April
2. Indian Lake Transportation Study
3. Authorize LUC to enter into next biennial agreement with ODOT

New Business:

1. Review of Jerome Village VN-5 Phase 1 Final Plat (Union County) – Staff Report by Brad Bodenmiller
2. Review of Johnson Township Zoning Text Amendment (Champaign County) – Staff Report by Brad Bodenmiller
3. Review of Leesburg Township Zoning Text Amendment (Union County) – Staff Report by Brad Bodenmiller
4. Review of Paris Township Zoning Text Amendment (Union County) – Staff Report by Brad Bodenmiller
5. Building Committee – Scott Coleman
6. Appoint LUC Visioning Committee – Jim Holycross

Director's Report

Comments from Individuals

Adjourn

9676 E. Foundry St, PO Box 219
East Liberty, Ohio 43319

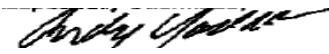
• Phone: 937-666-3431 • Fax: 937-666-6203
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

LUC Regional Planning Commission Treasurer's Report

2017

Beginning Balance on April 1, 2017		\$	623,466.77
Receipts			
Darby Braeside	Darby Braeside Extension	\$	200.00
Logan County	RTPO Reimbursement Inv. 5&6	\$	3,789.26
Johnson Township (CC)	2017 Per Capita	\$	1,043.25
Union Township (UC)	2017 Per Capita	\$	661.70
Village of Lakeview	2017 Per Capita	\$	680.55
Union County	March 2017 Interest	\$	605.64
Total Receipts		\$	<u>6,980.40</u>
Total Cash on Hand		\$	630,447.17
Expenditures			
Employee Salaries	2 Pay Periods	\$	12,524.80
PERS	Mar-17	\$	1,753.48
Medicare	2 Pay Periods	\$	171.18
Worker's Compensation	Worker's Compensation Payment	\$	141.66
CEBCO	Medical Insurance	\$	2,893.16
Delta Dental	Dental Insurance	\$	135.90
VSP	Vision Insurance	\$	7.12
CEBCO	Life Insurance	\$	8.42
CRI Digital	Copier Maintenance	\$	388.36
OARC	2017 Membership	\$	1,250.00
Wesley Easton	Water Cooler/Bottled Water	\$	25.08
Dayton Power & Light	Electric	\$	293.79
Time Warner	Internet/Phone Service	\$	302.84
Gracia Welty	Office Cleaning 4/9/17	\$	60.00
Kress Appraising	Building Appraisal	\$	500.00
Brad Bodenmiller	March 2017 Mileage	\$	181.37
Dave Gulden	March 2017 Mileage	\$	268.57
Heather Martin	March 2017 Mileage	\$	30.50
TRAFx Research LTD	Shipping	\$	60.00
Richwood Banking Visa	Misc. Expenses	\$	355.65
Total Expenditures		\$	<u>21,351.88</u>
Balance on Hand as of April 30, 2017		\$	609,095.29

Respectfully Submitted,



Andy Yoder, Treasurer



2017 Budget Summary

as of April 30, 2017

Revenues

	Estimated	Received	Cash Balance	%
450112 Membership Contributions	\$ 183,252.34	\$ 188,782.05	\$ 5,529.71	103%
450105 Grants	\$ 33,500.00	\$ 14,100.00	\$ (19,400.00)	42%
450105.LUC13 ODOT RTPO Grant	\$ 80,000.00	\$ 3,789.26	\$ (76,210.74)	5%
420107 Charges for Services	\$ -	\$ 3,812.41	\$ 3,812.41	
480108 Annual Dinner	\$ 2,900.00	\$ -	\$ (2,900.00)	0%
420121 Subdivision Plats	\$ 30,000.00	\$ 6,040.00	\$ (23,960.00)	20%
420122 Mapping	\$ 100.00	\$ -	\$ (100.00)	0%
470101 Interest	\$ 1,428.00	\$ 1,914.68	\$ 486.68	134%
Estimated Total Revenue	\$ 331,180.34	\$ 218,438.40	\$ (112,741.94)	66%

Expenditures:

	Estimated Budget	Intra-Fund Transfers	Adjusted Budget	Expended	Unencumbered	%
510100 Salaries & Wages	\$ 210,000.00		\$ 210,000.00	\$ 50,134.45	\$ 159,865.55	24%
510205 PERS	\$ 29,400.00		\$ 29,400.00	\$ 7,013.92	\$ 22,386.08	24%
510215 Medicare	\$ 3,045.00		\$ 3,045.00	\$ 685.23	\$ 2,359.77	23%
510225 Workers Compensation	\$ 3,360.00		\$ 3,360.00	\$ 567.06	\$ 2,792.94	17%
510305 Medical	\$ 36,000.00		\$ 36,000.00	\$ 11,572.64	\$ 24,427.36	32%
510310 Dental Insurance	\$ 2,000.00		\$ 2,000.00	\$ 543.60	\$ 1,456.40	27%
510315 Vision Insurance	\$ 200.00		\$ 200.00	\$ 28.48	\$ 171.52	14%
510320 Life Insurance	\$ 200.00		\$ 200.00	\$ 35.58	\$ 164.42	18%
520115 Office Supplies	\$ 5,000.00		\$ 5,000.00	\$ 1,191.86	\$ 3,808.14	24%
520155 Subscription Fees	\$ 5,000.00		\$ 5,000.00	\$ 2,283.82	\$ 2,716.18	46%
530100 Contract Services	\$ 15,000.00		\$ 15,000.00	\$ -	\$ 15,000.00	0%
530110 Tuition Reimbursement	\$ 6,000.00		\$ 6,000.00	\$ 3,793.12	\$ 2,206.88	63%
530171 Professional Development	\$ 6,000.00		\$ 6,000.00	\$ 147.00	\$ 5,853.00	2%
530199 Utilities	\$ 12,000.00		\$ 12,000.00	\$ 2,448.76	\$ 9,551.24	20%
530650 Maintenance & Repair	\$ 10,000.00		\$ 10,000.00	\$ 543.67	\$ 9,456.33	5%
530702 Annual Dinner	\$ 5,000.00		\$ 5,000.00	\$ -	\$ 5,000.00	0%
530800 Building	\$ 360,000.00		\$ 360,000.00	\$ 500.00	\$ 359,500.00	0%
540100 Equipment	\$ 8,000.00		\$ 8,000.00	\$ 2,040.00	\$ 5,960.00	26%
550100 Travel & Expense	\$ 10,000.00		\$ 10,000.00	\$ 1,927.92	\$ 8,072.08	19%
550305 Contingencies	\$ 10,000.00		\$ 10,000.00	\$ 1,874.96	\$ 8,125.04	19%
Estimated Total Expenditures	\$ 736,205.00		\$ 736,205.00	\$ 87,332.07	\$ 648,872.93	12%

STATEMENT:

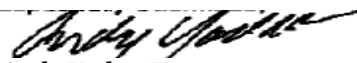
Cash Balance January 1, 2017	\$ 477,988.96
Estimated Cash Balance December 31, 2017	\$ 114,161.01
Actual Cash On Hand December 31, 2017	
Estimated Total Revenue	\$ 331,180.34
Actual 2017 Revenue	\$ 218,438.40
Difference (+/Under)	\$ (112,741.94)
Estimated Total Expenditures	\$ 736,205.00
Actual 2017 Expenditures	\$ 87,332.07
Difference (+/Under)	\$ 648,872.93

LUC Regional Planning Commission Treasurer's Report

2017

Beginning Balance on May 1, 2017			\$	609,095.29
Receipts				
Terrain Evolution	VN-5 Phase 1 Final Plat	\$		3,360.00
Union County	April 2017 Interest	\$		631.58
Total Receipts			\$	<u>3,991.58</u>
Total Cash on Hand			\$	613,086.87
Expenditures				
Employee Salaries	2 Pay Periods	\$		12,716.05
PERS	Apr-17	\$		1,780.26
Medicare	2 Pay Periods	\$		173.96
Worker's Compensation	Worker's Compensation Payment	\$		143.96
CEBCO	Medical Insurance	\$		2,893.16
Delta Dental	Dental Insurance	\$		135.90
VSP	Vision Insurance	\$		7.12
CEBCO	Life Insurance	\$		8.42
Staples	Office Supplies	\$		105.20
CRI Digital	Service Contract	\$		168.41
Civitas Media	Daily Citizen 52 Week Subscription	\$		202.80
Logan County	Township Annual Membership	\$		10.00
Wesley Easton	Bottled Water & Cooler Rental	\$		20.58
Richwood Banking Visa	Office 365 Subscription (year)	\$		557.64
Brad Bodenmiller	Tuition Reimbursement	\$		2,206.88
Champaign County	Township Association Annual Mem.	\$		26.00
Dayton Power & Light	Electric Service	\$		206.16
Time Warner	Internet/Phone Service	\$		310.32
Kenneth Welty	Mowing 4/19/17	\$		15.00
Gracia Welty	Office Cleaning 4/23/17	\$		60.00
Gracia Welty	Office Cleaning 5/7/17	\$		60.00
Kenneth Welty	Mowing 5/7/17	\$		15.00
Hague Water Conditioning	Softener Salt	\$		9.06
Gracia Welty	Office Cleaning 5/21/17	\$		60.00
Brad Bodenmiller	Mileage - April 2017	\$		55.64
Dave Gulden	Mileage - April 2017	\$		248.78
Heather Martin	Mileage - April 2017	\$		39.59
Dave Gulden	Travel Expenses - May 2017	\$		192.95
Total Expenditures			\$	<u>22,428.84</u>
Balance on Hand as of May 31, 2017			\$	590,658.03

Respectfully Submitted,


 Andy Yoder, Treasurer



2017 Budget Summary

as of May 31, 2017

Revenues

		Estimated	Received	Cash Balance	%
450112	Membership Contributions	\$ 183,252.34	\$ 188,782.05	\$ 5,529.71	103%
450105	Grants	\$ 33,500.00	\$ 14,100.00	\$ (19,400.00)	42%
450105.LUC13	ODOT RTPO Grant	\$ 80,000.00	\$ 3,789.26	\$ (76,210.74)	5%
420107	Charges for Services	\$ -	\$ 3,812.41	\$ 3,812.41	
480108	Annual Dinner	\$ 2,900.00	\$ -	\$ (2,900.00)	0%
420121	Subdivision Plats	\$ 30,000.00	\$ 9,400.00	\$ (20,600.00)	31%
420122	Mapping	\$ 100.00	\$ -	\$ (100.00)	0%
470101	Interest	\$ 1,428.00	\$ 2,546.26	\$ 1,118.26	178%
	Estimated Total Revenue	\$ 331,180.34	\$ 222,429.98	\$ (108,750.36)	67%

Expenditures:

	Estimated Budget	Intra-Fund Transfers	Adjusted Budget	Expended	Unencumbered	%
510100	Salaries & Wages	\$ (25,000.00)	\$ 185,000.00	\$ 62,850.50	\$ 122,149.50	34%
510205	PERS		\$ 29,400.00	\$ 8,794.18	\$ 20,605.82	30%
510215	Medicare		\$ 3,045.00	\$ 859.19	\$ 2,185.81	28%
510225	Workers Compensation		\$ 3,360.00	\$ 711.02	\$ 2,648.98	21%
510305	Medical		\$ 36,000.00	\$ 14,465.80	\$ 21,534.20	40%
510310	Dental Insurance		\$ 2,000.00	\$ 679.50	\$ 1,320.50	34%
510315	Vision Insurance		\$ 200.00	\$ 35.60	\$ 164.40	18%
510320	Life Insurance		\$ 200.00	\$ 44.00	\$ 156.00	22%
520115	Office Supplies		\$ 5,000.00	\$ 1,465.47	\$ 3,534.53	29%
520155	Subscription Fees		\$ 5,000.00	\$ 3,074.84	\$ 1,925.16	61%
530100	Contract Services	\$ 25,000.00	\$ 40,000.00	\$ -	\$ 40,000.00	0%
530110	Tuition Reimbursement		\$ 6,000.00	\$ 6,000.00	\$ -	###
530171	Professional Development		\$ 6,000.00	\$ 173.00	\$ 5,827.00	3%
530199	Utilities		\$ 12,000.00	\$ 2,965.24	\$ 9,034.76	25%
530650	Maintenance & Repair		\$ 10,000.00	\$ 762.73	\$ 9,237.27	8%
530702	Annual Dinner		\$ 5,000.00	\$ -	\$ 5,000.00	0%
530800	Building		\$ 360,000.00	\$ 500.00	\$ 359,500.00	0%
540100	Equipment		\$ 8,000.00	\$ 2,040.00	\$ 5,960.00	26%
550100	Travel & Expense		\$ 10,000.00	\$ 2,464.88	\$ 7,535.12	25%
550305	Contingencies		\$ 10,000.00	\$ 1,874.96	\$ 8,125.04	19%
	Estimated Total Expenditures	\$ 736,205.00	\$ 736,205.00	\$ 109,760.91	\$ 626,444.09	15%

STATEMENT:

Cash Balance January 1, 2017	\$ 477,988.96
Estimated Cash Balance December 31, 2017	\$ 114,161.01
Actual Cash On Hand December 31, 2017	
Estimated Total Revenue	\$ 331,180.34
Actual 2017 Revenue	\$ 222,429.98
Difference (+/Under)	\$ (108,750.36)
Estimated Total Expenditures	\$ 736,205.00
Actual 2017 Expenditures	\$ 109,760.91
Difference (+/Under)	\$ 626,444.09



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Treasurer

Date: June 1, 2017
To: LUC Executive Committee
From: Dave Gulden, LUC Director
RE: RTPO Action Items

Several items related to LUC's Regional Transportation Planning Organization (RTPO) program require consideration from the LUC Executive Committee. Below are descriptions of the items.

Regional Transportation Improvement Program (RTIP)

The RTIP is a four-year planning document developed to reflect the investment priorities of the Statewide Transportation Improvement Program (STIP). LUC approved the RTIP at our last meeting, but a formal resolution was needed. The attached resolution reflects the action taken at the April 2017 LUC Executive Committee meeting, and an affirmation of that resolution is advised.

Indian Lake Transportation Study

The Indian Lake Transportation Study was an LUC RTPO effort to provide peak season traffic data. An ad hoc local committee has endorsed the study and recommends that the LUC Executive Committee do the same.

LUC/ODOT 2018/2019 Biennial Agreement

ODOT requires a contract for the LUC RTPO program covering the next state biennium. The attached contract is between LUC and ODOT, and it acknowledges the payment arrangement where funds will flow directly to our transportation partner (Clark County-Springfield TCC). The Union County Prosecutor's office has reviewed this contract.



Dave Gulden, AICP
Director

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President

Jeremy Hoyt
Vice-President

Dave Faulkner
2nd Vice-President

Robert A. Yoder
Treasurer

**A RESOLUTION
ADOPTING THE SFY2018-SFY2021
REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM**

WHEREAS, the Logan-Union-Champaign Regional Planning Commission (LUC) is designated as the Regional Transportation Planning Organization (RTPO) by the Governor for Logan and Champaign Counties; and

WHEREAS, the LUC Executive Committee serves as the policy and decision making body through which local governments conduct the LUC transportation planning process; and

WHEREAS, federal and state directives provide for RTPOs to develop a Regional Transportation Improvement Program (TIP), in cooperation with state and local officials; regional and local transit operators; port officials; grant recipients under sections of Title 49, U.S.C., and other affected transportation and regional planning and implementing agencies; and

WHEREAS the LUC SFY 2018 – 2021 TIP records the transportation improvement projects, their scopes of work, funding sources, and funding amount, that will be implemented in the LUC over the next four years; and

WHEREAS, the projects recorded in the LUC 2018 – 2021 TIP are consistent with the LUC Regional Transportation Plan; and

WHEREAS, the LUC SFY 2018-2021 TIP is fiscally constrained; and

WHEREAS, the LUC SFY 2018-2021 TIP was developed and reviewed consistent with LUC Public Participation Policy and has been coordinated with regional and local transit operators and local community officials; and

NOW THEREFORE BE IT RESOLVED:

1. That this Committee adopts the LUC SFY 2018 – 2021 Transportation Improvement Program.
2. That this Committee affirms that the public had adequate opportunity to comment on the LUC SFY 2018 – 2021 TIP.
3. That this Committee approves submission of the LUC 2018 – 2021 TIP to the Ohio Department of Transportation, for inclusion in the Ohio 2018 – 2021 Statewide Transportation Improvement Program.
4. That the Rural Consultation Procedures will be followed to address all changes to the LUC TIP.

BY ACTION OF THE LUC EXECUTIVE COMMITTEE

Dave Gulden
Executive Director

Jim Holycross
President, LUC Executive Committee

Date

4/27/2017

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
AGREEMENT NUMBER 30108

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 hereinafter “AGENCY”, created pursuant to Chapters 713.21 and 713.23 of the Ohio Revised Code, having its principal office at 9676 East Foundry Street, East Liberty, Ohio 43319, by resolution dated the _____ day of _____, 2017 and the State of Ohio, Department of Transportation hereinafter “ODOT”, having its principal office at 1980 West Broad Street, Columbus, Ohio 43223, as of the _____ day of _____, 2017: 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: RTPO DESIGNATION

On January 27, 2016, Ohio’s Governor John Kasich 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), 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 III) and ODOT.

This Executive Committee, as the forum for cooperative transportation decision making, shall be comprised of at least 51% locally elected officials.

SECTION III: RTPO BOUNDARY

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

SECTION IV: 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. The WORK PROGRAM is 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(d), as may be amended:

1. A Transportation Plan resulting from the PROCESS.
2. A 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 V: COORDINATION

The AGENCY shall secure agreements of cooperation with the county(ies), all incorporated municipalities, and the operators of publicly owned transit services, within the AREA for carrying forward the PROCESS. In the event that there is an unwillingness on the part of any of these entities to participate in the continuation of the PROCESS, a determination shall be made by the parties hereto as to whether the percentage of the AREA or population affected is such as to negate an effective PROCESS for the entire AREA; such determination will be submitted by ODOT to the Federal Highway Administration (FHWA) and the Federal Transit Administration

(FTA) for concurrence.

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 VI: TIME 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, 2019. 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 VII: 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 VIII: COMPENSATION

The approved WORK PROGRAM and budget therein referenced in Section IV 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.

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 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.

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.

At the request of the AGENCY and with concurrence of ODOT, ODOT shall pay directly to the AGENCY's subrecipient, the eligible project costs incurred. If the AGENCY requests to have the subrecipient paid directly, Attachment B to this Agreement shall be completed and submitted to ODOT and the contractor shall be required to establish Electronic Funds Transfer with the State of Ohio.

SECTION IX: 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 X: 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 XI: 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 XII: 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 XIII: 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, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or

other forms of Compensation; and Selection for Training including Apprenticeship.

2. 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, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, 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 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 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, age, 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, age, 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. 20000 *et seq.*)

SECTION XIV: 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 XV: 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 XVI: 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 XVII: 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 XVIII: 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 XIX: 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 XX: GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES

The AGENCY affirms to have read and understands State of Ohio Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, ODOT reserves the right to recover any funds paid for services the AGENCY performs outside of the United States for which it did not receive a waiver. ODOT does not waive any other rights and remedies provided ODOT in this Agreement.

The AGENCY agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form, **Attachment A** which is incorporated and becomes a part of this Agreement.

SECTION XXI: 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 XXII: 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 XXIII: 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 XXIV: 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 XXV: 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 contract. ODOT shall not be liable for any taxes under this contract.

SECTION XXVI: 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 XXVII: 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 XXVIII: 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.

SECTION XXIX: 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 deliver is such a manner as if such signature were an original.

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

Logan-Union-Champaign Regional Planning Commission

David Gulden, Executive Director

Date

STATE OF OHIO, Department of Transportation

Jerry Wray, Director

Date

**ATTACHMENT A
STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K
Banning the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John Kasich. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website:
<http://governor.ohio.gov/ExecutiveOrders.aspx>.

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

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Rev. 8
Attachment B

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/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 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 Vendor 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: 9676 East Foundry Street
East Liberty, Ohio 43319

Approved, ODOT signature



Logan-Union-Champaign regional planning commission

Dave Gulden, AICP
Director

Jim Holycross
President

Jeremy Hoyt
Vice-President

Dave Faulkner
2nd Vice-President

Robert A. Yoder
Treasurer

Date: June 1, 2017

To: LUC Executive Committee

From: Jim Holycross, LUC President

RE: 2017 LUC Visioning Committee

As LUC marks its 50th anniversary and prepares to move into new space, I believe the agency needs to update its strategic planning (last done in 2008). I see this occurring by way of a 2017 Visioning Committee. LUC's bylaws allow for the creation of special committees by its President subject to the approval of the Executive Committee.

I see this committee having meetings over this summer and reporting back to the Executive Committee in August or September.

The LUC staff would join the committee to:

- Reaffirm LUC's mission
- Confirm LUC's services
- Prepare a SWOT analyst
- Outline goals for LUC
- Determine LUC's funding needs

Committee members I have in mind are:

- LUC's County Commissioner Reps:
 - John Bayliss, Charles Hall, Dave Faulkner
- LUC's Electric Coop Reps:
 - Ryan Smith, Kevin Gregory, Todd Garrett
- LUC's City Reps:
 - Jim Holycross, Chad Flowers, Adam Moore
- LUC Treasurer:
 - Andy Yoder

I am seeking the LUC Executive Committee's approval of this special committee, and please contact me with any questions.

9676 E. Foundry St, PO Box 219
East Liberty, Ohio 43319

• Phone: 937-666-3431 • Fax: 937-666-6203
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com



Logan-Union-Champaign Regional Planning Commission

Director: Dave Gulden, AICP

Director's Report – June 8, 2017

Dave's Activities:

4/14	Logan Co SWCD
4/17	Champaign CDBG Preconstruction Meeting
4/18	Indian Lake Transportation Committee
4/19	Logan County Mayor's Association
4/20	MORPC State of the Region Logan County Township Association
4/21	Logan County CIC
4/24	Logan County infrastructure meeting
4/26	Ohio Association of Regional Councils
4/28	Wayne Twp (C) Park Board
5/1	Union County GIS meeting Logan County Land Trust
5/3	Logan County Land Bank President Champaign CDBG site visit
5/8-5/9	American Planning Association Conference
5/11	Logan County Treasurer Logan County Commissioners
5/15	National Association of Development Organizations meeting
5/16	New LUC Bldg. construction site tour
5/17	Champaign Economic Partnership
5/18	Champaign Historical Society (CDBG)
5/23	Local Update of Census Addresses
5/25	Sustainable Food webinar
5/30	ODOT US 68 Study Logan County meeting
5/31	TRC meeting re: Bldg.
6/1	ODOT US 68 Study Champaign County meeting
6/2	Union County meeting with MORPC
6/5	LUC Bldg. Committee conference call
6/6	Union County Dept. head meeting
Ongoing	RTPO Activities: Freight Study
Ongoing	CDBG for Champaign County
Ongoing	Logan County Land Bank

Brad's Activities:

5/1	Met with Union Co (U) Auditor's Office GIS/IT. Attended Leesburg Twp (U) Board of Trustee meeting.
5/4	Attended Mad River Twp (C) Board of Trustee meeting.
5/11	Met with Paris Twp (U) Zoning Inspector.
5/12	Attended NW 33 meetings.
5/15	Met with Zane Twp (L) Trustee.
5/16	Attended new building site visit.
5/17	Presentation to Champaign Co (C) CEP/CIC.
5/18	Attended Allen Twp (U) Zoning Commission meeting.
5/22	Met with Liberty Twp (U) and Union Co (U) Prosecutor's Office.
5/23	Attended LUCA/Census meeting.
5/24	Attended Stokes Twp (L) Zoning Commission meeting.
5/31	Attended Mad River Twp (C) Zoning Commission meeting.
Ongoing	Assisting jurisdictions: Allen Twp (U), Champaign Co (C), City of Bellefontaine (L), City of Marysville (U), City of Urbana (C), Darby Twp (U), Dover Twp (U), Jefferson Twp (L), Jerome Twp (U), Johnson Twp (C), Logan Co (L), Lake Twp (L), Leesburg Twp (U), Liberty Twp (L), Liberty Twp (U), Mad River Twp (C), Miami Twp (L), Millcreek Twp (U), Monroe Twp (L), Paris Twp (U), Perry Twp (L), Rush Twp (C), Stokes Twp (L), Taylor Twp (U), Union Co (U), Union Twp (L), Union Twp (U), Village of

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Logan-Union-Champaign Regional Planning Commission

Director: Dave Gulden, AICP

DeGraff (L), Village of Lakeview (L), Village of Mechanicsburg (C), Village of Milford Center (U), Village of North Lewisburg (C), Village of Quincy (L), Village of St. Paris (C), Village of West Liberty (L), Village of West Mansfield (L), Washington Twp (L), Wayne Twp (C), York Twp (U), Zane Twp (L)

Ongoing Zoning updates: Mad River Twp (C), Stokes Twp (L), Village of Huntsville (L)

Ongoing Working on sign code update for Jefferson Twp (L), Liberty Twp (L), Perry Twp (L), and Salem Twp (C).

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Robert A. Yoder
Treasurer

Executive Committee Meeting Minutes

Thursday, June 8, 2017

President Jim Holycross called the meeting to order at 1:15 pm.

Roll Call – Dave Gulden

Members present: John Bayliss, John Brose, Tyler Bumbalough, Tim Cassady, Scott Coleman, Chad Flowers, Todd Freyhof, Todd Garrett, Kevin Gregory, Dave Gulden, Charles Hall, Jim Holycross, Steve McCall, Adam Moore, Tim Notestine, Vince Papsidero, Ben Wiltheiss for Matt Parrill, and Andy Yoder.

Members absent: Paul Benedetti, Dave Faulkner, Jeremy Hoyt, Barry Moffett, Steve Shepherd, Ryan Shoffstall, Ryan Smith, Jeff Stauch, George Showalter, and Ben Vollrath.

Guests present: Justin Wollenberg, Terrain Evolution; Andrew Souders, City of Marysville; Scott Schmid, Clark County TCC; Kaye Borchers, Choice One Engineering; Judy Christian, York Township; Brad Bodenmiller, Will Houser, and Heather Martin of LUC Regional Planning Commission.

Minutes – Charles Hall moved a motion to approve the minutes from the April 13, 2017, meeting as written and John Bayliss seconded. All in favor.

April Financial Report – Andy Yoder presented the Financial Report for April. John Bayliss moved a motion to accept the April Financial Report and Scott Coleman seconded. All in favor.

May Financial Report – Andy Yoder presented the Financial Report for May. Steve McCall moved a motion to accept the May Financial Report and Tim Cassady seconded. All in favor.

ODOT Reports: Ben Wiltheiss reported that the county garages have new county managers in Champaign and Logan County; construction is in full swing. We've been looking at the signage around Indian Lake and plan to give a signing plan to help visitors, an item that came from the Transportation Study. John Bayliss asked a question about US68 paving; Ben will submit a map to Dave showing all of the construction for the area.

RTPO Report

1. Affirm RTIP resolution as approved in April
 - a. Tim Notestine moved a motion to affirm the RTIP resolution and Scott Coleman seconded. All in favor.

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2. Indian Lake Transportation Study
 - a. John Bayliss moved a motion to accept the results of the Indian Lake Transportation Study and Scott Coleman seconded. All in favor.
3. Authorize LUC to enter into next RTPO biennial agreement with ODOT.
 - a. Charles Hall moved a motion to authorize the Director to enter into the agreement for the next two years and Tim Cassady seconded. All in favor.

New Business:

1. Review of Jerome Village VN-5 Phase 1 Final Plat (Union County) – Staff Report by Brad Bodenmiller
 - o Charles Hall moved a motion to accept the Zoning and Subdivision Committee's recommendation to approve the Jerome Village VN-5 Phase 1 Final Plat in accordance with staff and reviewing agency comments and Tyler Bumbalough seconded. All in favor.
2. Review of Johnson Township Zoning Text Amendment (Champaign County) – Staff Report by Brad Bodenmiller
 - o Andy Yoder moved a motion to accept the Zoning and Subdivision Committee's recommendation to approve the Johnson Township Zoning Text Amendment with Staff and Zoning and Subdivision Committee recommendations and Tim Cassady seconded. All in favor.
3. Review of Leesburg Township Zoning Text Amendment (Union County) – Staff Report by Brad Bodenmiller
 - o John Bayliss moved a motion to accept the Zoning and Subdivision Committee's recommendation to approve the Leesburg Township Zoning Text Amendment with Staff recommendations and Charles Hall seconded. All in favor.
4. Review of Paris Township Zoning Text Amendment (Union County) – Staff Report by Brad Bodenmiller
 - o Charles Hall moved a motion to accept the Zoning and Subdivision Committee's recommendation to approve the Paris Township Zoning Text Amendment with Staff recommendations and Steve McCall seconded. All in favor.
5. Building Committee – Scott Coleman
 - o Dave Gulden reported that the Building Committee toured the building last month; the lease has been returned to the Prosecutor's Office with a few items to fixed; the Building Committee will submit a lease

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summary over the next few weeks so it can be acted upon in the July meeting. There will be a small group doing another tour tomorrow.

- Scott Coleman reported that the committee did get a walk through earlier and it's coming around nicely.
- Charles Hall – Are we hiring people to help move, how's that going to take place?
 - Dave Gulden – We do envision procuring a mover of sorts in August.
 - Scott Coleman – We do have \$360,000 in the building fund; and we'll have a \$340,000 payment with a 15-year lease. We do have funds that could be helped to do the move.

6. Appoint LUC Visioning Committee – Jim Holycross

- Jim Holycross - As this is the organization's 50th year, we think it's important to step back and look at where we've been and get a clear vision of where we're going.
- Dave Gulden – We want to make sure the mission is correct; the services are accurate; the fees, etc.
- Scott Coleman moved a motion to accept the recommended nominees and Steve McCall seconded. All in favor.

Director's Report:

- Dave Gulden mentioned that LUC hosted a US Census address update meeting, and LUC will stay involved with the upcoming 2020 Census.
- The Logan County Land Trust will be sponsoring a meeting on agricultural economic development and land use planning in early August.
- Brad Bodenmiller noted that call volume is up and there is a lot of building activity
 - John Bayliss- Which county?
 - Brad Bodenmiller- It is evenly distributed among the three counties.

Comments from Individuals:

- Jim Holycross reported that the City of Bellefontaine has a Traffic Impact Study happening on North US 68. We also have a traffic signal study happening.
- Charles Hall asked what was going on at the new hospital location.
 - Jim Holycross – Physical Therapy
 - Tim Notestine – Pharmacy; Urgent Care
 - Jim Holycross – We anticipate the development of a hotel in the area, as well.

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- Scott Coleman – Chamber of Commerce and Dave Gulden and I have met with ODOT to have discussion regarding the US68 and Highway 33 as having some issues. It's come up as the needs of Logan County with the Smart Mobility.
 - John Bayliss – Is there possibility of a redesign of that interchange?
 - Scott Coleman – They're looking at signal timing.
 - Dave Gulden – Competitive Advantage is the name of the effort that lists top infrastructure projects in anticipation of a funding source
 - Scott Coleman – We have some ideas that identify major changes; they're looking at a truck service facility that is a potential location. We're doing a Corridor Study for 33/31/68.
 - Dave Gulden – LUC is also doing a freight study with the same ODOT consultant.
 - Scott Coleman – We're seeing fiber optic installation through East Liberty and through Bellefontaine.
 - Dave Gulden – The potential sewer in eastern Logan County is also added to the competitive advantage list.

Adjourn – Steve McCall moved a motion to adjourn the LUC Executive Committee Meeting at 2:03 pm, and Andy Yoder seconded. All in favor.

Next Scheduled Meeting: Thursday, May 11, 2017, 1:15 pm at the LUC Office in East Liberty.

President

Secretary