

Public Works Commission

Application for Financial Assistance

IMPORTANT: Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form. Applicant: _____ Subdivision Code: _____ Applicant District Number: _____ County: ____ Date: Phone: _____ Contact: (The individual who will be available during business hours and who can best answer or coordinate the response to questions) Email: _____ FAX: Project Name: ___ Zip Code: ___ Subdivision Type **Project Type Funding Request Summary** (Select single largest component by \$) (Automatically populates from page 2) Project **Total Project Cost:** 1. Road 2. Bridge/Culvert 1. Grant: .00 SFN .00 3. Water Supply 2. Loan: 3. Loan Assistance/ 4. Wastewater Credit Enhancement: Solid Waste Funding Requested: 6. Stormwater **District Recommendation** (To be completed by the District Committee) Funding Type Requested Amount: _____.00 SCIP Loan - Rate: _____ % Term: ____ Yrs (Select one) RLP Loan - Rate: ____ % Term: ___ Yrs Amount: ______.00 State Capital Improvement Program Local Transportation Improvement Program Amount: ______.00 Grant: Revolving Loan Program Amount: ______.00 LTIP: **Small Government Program** Loan Assistance / Credit Enhancement: Amount: ______.00 District SG Priority: __ For OPWC Use Only **STATUS** Loan Type: SCIP RLP Grant Amount: _______.00 Project Number: _____ Loan Amount: ______.00 Date Construction End: Total Funding: _____.00 Date Maturity: Local Participation: ______ % Rate: Release Date: OPWC Participation: _____ OPWC Approval: __ Term: Yrs

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

1.1 Project Estimated Costs

Engineering Services			
Preliminary / Final Design:			
Construction Administration:			
Total Engineering Services:	a.)	00	%
Right of Way:	b.)	.00	
Construction:	c.)	.00	
Permits, Advertising, Legal:	e.)	.00	
Construction Contingencies:	f.)	.00	
Total Estimated Costs:	g.)	.00	
1.2 Project Financial Resources			
Local Resources			
Local In-Kind or Force Account:	a.)	.00	
Local Revenues:	b.)	.00	
Other Public Revenues:			
Local / ODOT - Let:	_ d.)	.00	
ODOT PID:	_		
OEPA / OWDA:	e.)	.00	
CDBG:	f.)	.00	
Other:	g.)	.00	
Subtotal Local Resources:	i.)	00.	%
OPWC Funds (Check all requested and enter Amount)			
Grant: % of OPWC Funds	j.)	.00	
Loan: % of OPWC Funds	k.)	00	yrs
Loan Assistance / Credit Enhancement:	l.)	.00	
Subtotal OPWC Funds:	m.)	00	%
Total Financial Resources:	n.)	.00	%

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1.3 Availability of Local Funds

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

2.0 Repair / Replacement or New / Ex	rpansion	
2.1 Total Portion of Project New / Expans	sion:	.00
3.0 Project Schedule		
3.1 Engineering / Design / Right of Way	Begin Date:	End Date:
3.2 Bid Advertisement and Award	Begin Date:	End Date:
3.3 Construction	Begin Date:	End Date:
Construction cannot begin prior to release	of executed Project Agreeme	ent and issuance of Notice to Proceed.
Failure to meet project schedule may re Modification of dates must be requeste Commission once the Project Agreeme	d in writing by project offic	
4.0 Project Information		
If the project is multi-jurisdictional, information	n must be consolidated in	this section.
4.1 Useful Life / Cost Estimate / Ag	e of Infrastructure	
Project Useful Life: Years Ag	e: (Year b	ouilt or year of last major improvement)
Attach Registered Professional Engineer project's useful life indicated above and		stamp and signature confirming the
4.2 User Information		
Road or Bridge: Current ADT	Year	
Water / Wastewater: Based on monthly us	sage of 4,500 gallons per h	ousehold; attach current ordinances.
Residential Water Rate Curren	t \$ Num	nber of households served:
Residential Wastewater Rate Curren	t \$ Nun	nber of households served:
Stormwater:	Nun	nber of households served:

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4.3 Project Description

A: SPECIFIC LOCATION (Supply a written location description that includes the project termini; a map does not replace this requirement.) 2000 character limit.

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B: IDENTIFY THE PROBLEM (Describe the issue to be addressed) 2000 character limit.

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C: PROJECT SCOPE (Describe the work to be completed) 2000 character limit.

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D. How do you intend to promote this project? 1000 character limit.

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E: Additional Notes From Applicant - 1000 character limit.

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5.0 Project Officials

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

5.1 Chief Executive Officer	(Person authorized in le	egislation to sign project agre	ements)
	Name:		
	Title:		
	Address:		
	City:	State:	Zip:
	Phone:		
	FAX:		
	E-Mail:		
5.2 Chief Financial Officer	(Can not also serve as	CEO)	
	Name:		
	Title:		
	Address:		
	City:	State:	Zip:
	Phone:		
	FAX:		
	E-Mail:		
5.3 Project Manager			
	Name:		
	Title:		
	Address:		
	City:	State:	Zip:
	Phone:		
	FAX:		
	E-Mail:		

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6.0 Attachments / Completeness review

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

A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.

A certification signed by the applicant's chief financial officer stating the amount of <u>all local share</u> funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.

A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.

A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.

Farmland Preservation Review - The Governor's Executive Order 98-IIV, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.

Capital Improvements Report. CIR Required by O.R.C. Chapter 164.06 on standard form.

Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

7.0 Applicant Certification

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

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

Certifying Representative (Printed form, Type or Printed	t Name and Title)
Original Signature / Date Signed	

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CERTIFICATE

The undersigned Clerk of the City of Union, Ohio hereby certifies the foregoing to be a true and correct copy of Ordinance/Resolution No.23-07, passed by the Council of said City on the 14th.day of August, 2023.

Denise A. Winemiller Clerk of Council

City of Union ★ 118 North Main Street ★ Union, OH 45322 Phone: (937) 836-8624 ★ Fax: (937) 836-1240 ★ www.ci.union.oh.us

RESOLUTION 23-07

Passed	8/14/2023	
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A RESOLUTION AUTHORIZING THE CITY OF UNION TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the City of Union is planning to make capital improvements to Old Springfield Road and Peters Pike. The Old Springfield Road improvements begin east of the intersection of Dog Leg Road and continue east to Peters Pike to include improvements to the intersection of Old Springfield Road and Peters Pike. Peters Pike will be improved to the north to include improvements to its intersection with Lighter Road and N. Montgomery County Line Road.

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW, THEREFORE, BE IT RESOLVED by the City of Union;

SECTION I:

The City Manager is hereby authorized to apply to the OPWC for funds as described above.

SECTION II:

The City Manager is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

RESOLUTION 23-07

Passed	8/14/2023

SECTION III:

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

PASSED this _	14	day of _	August	, 2023.
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ATTEST:

Michael O'Callaghan

Mayor

Denise Winemiller Clerk of Council

John Muna Vice-mayor



CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS / LOAN REPAYMENT LETTER

August 23, 2023

- I, Denise A. Winemiller, Finance Director of the City of Union, hereby certify that the City of Union has /will have/will collect the amount of 9,434,576 in the TIF Fund and that this amount will be used to pay the local share for the Union Industrial Park Ring Road Project when it is required.
- I, Denise A. Winemiller Finance Director of the City of Union, hereby certify that The City of Union has / will have / will collect the amount of 2,000,000 in the TIF Fund and that this amount will be used to repay the Ohio Public Works Commission SCIP or RLP loan requested for the Union Industrial Park Ring Road Project over a 27-year term.

Denise A. Winemiller Finance Director

City of Union

118 N. Main Street

Union, Ohio 45322

SIB#230002/PID#114675

FIRST AMENDMENT

TO THE

LOAN AGREEMENT

BETWEEN

THE OHIO DEPARTMENT OF TRANSPORTATION

AND

CITY OF UNION, OHIO

[OLD SPRINGFIELD & DOG LEG ROADS EXPANSION PROJECT]

DECEMBER _______, 2022

FIRST AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT (the "First Amendment") is made and entered by and between the State of Ohio, Ohio Department of Transportation (the "ODOT"), and the City of Union, Ohio (the "City").

BACKGROUND INFORMATION

- A. The ODOT and the City entered into a Loan Agreement dated August 9, 2022 (the "Agreement").
- B. ODOT and the City desire to modify a certain provision of the Loan Agreement as provided herein.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, ODOT and the City agree as follows:

1. The definition of "Project" in Section 1.2 shall be deleted in its entirety and replaced with the following:

"Project" means the expansion of Old Springfield Road from Union Airpark Boulevard through its intersection with Dog Leg Road from two lanes to three lanes with curb, gutter, storm sewer, lighting and water & sewer and lighting; the expansion of Dog Leg Road from Union Airpark Boulevard from two lanes to three lanes with curb, gutter, storm sewer, lighting and water & sewer in the roadway right of way; and the construction of a roundabout at the intersection of Dog Leg Road and Union Airpark Boulevard; Expansion of Old Springfield Road from two lanes to three lanes with curb, gutter, storm sewer, and lighting from its intersection with Union Airpark Boulevard west to Frederick Pike; the extension of Union Airpark Boulevard as a three-lane roadway with curb, gutter, storm sewer, lighting, and water & sanitary sewer in the roadway right-of-way north from Airpark's intersection with Old Springfield Road to the northern boundary of an 80-acre industrial site currently being developed by the Panattoni Development Company; the expansion of Dog Leg Road from two lanes to three lanes with curb, gutter, storm sewer, lighting, and water & sanitary sewer in the roadway right-of-way north from its improved intersection with Old Springfield Road to the northern boundary of the Panattoni Development site; the expansion of Old Springfield Road from two lanes to three lanes with curb, gutter, storm sewer, and lighting east from its improved intersection with Dog Leg Road to its intersection with Peters Pike. a new continuous curve intersection at Old Springfield Road and Peters Pike, including the expansion of Peters Pike from two lanes to three lanes with curb, gutter, storm sewer, lighting, and water & sanitary sewer in the roadway right-ofway north from the new intersection to the intersection of Peters with County Line Road and Lightner Road; the extension of Martindale Road as a three-lane roadway with curb, gutter, storm sewer, and lighting west from the roundabout intersection at Dog Leg Road and Union Airpark Boulevard to Frederick Pike; and the extension of Douglas Way as a three-lane roadway with curb, gutter, storm sewer, and lighting south from Jackson Road to the new Martindale Road.

2. Except as modified herein, all terms, covenants and conditions contained in the Loan Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment to Loan Agreement as of the last date set forth below.

CITY OF UNION

OHIO DEPARTMENT OF TRANSPORTATION

0.44

Print Title: LITY Manager

Print Name: John K. Applesate

Date ///30/22_

Date

nte 1 Joseph

Jack Marchbanks, PhD., Director

) exember 2022

RESOLUTION NO. 23-0450 MARCH 28, 2023

RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE) AGREEMENT WITH THE CITY OF UNION, MONTGOMERY COUNTY, OHIO, FOR THE DAYTON FREIGHT INFRASTRUCTURE PROJECT IN AN AMOUNT NOT TO EXCEED \$500,000, OR 1.18% OF TOTAL PROJECT COST, WHICHEVER IS LESS. FUNDS IMPLEMENT A PROJECT FROM MONTGOMERY COUNTY'S 2022 PRIMARY ECONOMIC DEVELOPMENT FUND.

WHEREAS, O.R.C. Section 307.07 grants the Board of County Commissioners of Montgomery County, Ohio, (the Board) the authority to create an Office of Economic Development and to become actively involved in the development and execution of economic development in Montgomery County, Ohio; and

WHEREAS, on June 4, 1991, the Board, pursuant to O.R.C. Section 307.07, did designate its Community and Economic Development Department as the Montgomery County Office of Economic Development and did appoint a Director of same; and

WHEREAS, on December 6, 2022, by Resolution #22-1758, the Board awarded the CITY OF UNION a distribution from the 2022 Primary Economic Development Fund not to exceed \$500,000 or 1.18% of total project cost, to provide funding support for the DAYTON FREIGHT INFRASTRUCTURE PROJECT.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Montgomery County, Ohio, that an Economic Development/Government Equity Program Project Agreement with THE CITY OF UNION Montgomery County, Ohio for the DAYTON FREIGHT INFRASTRUCTURE PROJECT, in an amount not to exceed \$500,000 or 1.18% of total project cost, whichever is less, be and is hereby approved.

BE IT FURTHER RESOLVED that the Clerk of Commission certify this Resolution and make an imaged copy of this Resolution available on the Montgomery County, Ohio website at http://www.mcohio.org.

FUNDING SOURCE: PO230000950

RESOLUTION NO: 23-0450 MARCH 28, 2023

CERTIFICATE

Ms. Dodge moved the adoption of the foregoing resolution. It was seconded by Mrs. Rice, and upon call of the roll the following vote resulted:

Ms. Dodge, aye; Mrs. Rice, aye: Carried.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, on the 28th day of March, 2023.

THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.

Emily Bradford, Clerk Board of County Commissioners Montgomery County, Ohio





PO Number: PO230000950

PO Date: 01/05/2023 Page: 1 of 1

ORIGINAL

Delivery Terms: FOB Destination
Payment Terms: Net 30 Days
Tax Exemption Number: A-284670

The PO number must appear on all packing slips, shipping documents, packages and invoices.

Vendor Information:

Vendor: V000001869

City of Union 118 N Main St Union, OH 45322 Ship-to Information:

Community & Economic Development Administration Building ED/GE Projects 451 West Third Street, 10th Floor Dayton, OH 45422 Invoice to:

Accounts Payable 184 CED ED/GE Projects

Community & Economic Development Administration Building ED/GE Projects 451 West Third Street, 10th Floor Dayton, OH 45422

9378368624 dwinemiller@union.ahaus

Line #	Product #	Description	Delivery Date	Quantity	UOM	Unit Price	Extended Price
1		RESOLUTION APPROVING AN	1/5/2023	500,000.00	ea	\$1.00	\$500,000.00
		ECONOMIC		l			
		DEVELOPMENT/GOVERNMENT		l			
		EQUITY (ED/GE) AGREEMENT WITH		l			
		THE CITY OF UNION, MONTGOMERY		l			
		COUNTY, OHIO, FOR THE DAYTON		l			
		FREIGHT INFRASTRUCTURE PROJECT		l			
		IN AN AMOUNT NOT TO EXCEED		l			
		\$500,000, OR 1.18% OF TOTAL		l			
		PROJECT COST, WHICHEVER IS LESS.		l			
		FUNDS IMPLEMENT A PROJECT		l			
		FROM MONTGOMERY COUNTY'S		l			
		2022 PRIMARY ECONOMIC					
		DEVELOPMENT FUND.					

Total \$500,000.00

Statement: This Purchase Order is governed by the terms and conditions as set forth by Montgomery County and its affiliate agencies and may be found at the following link:

www.mcohio.org/poterms

Vendor acceptance of these PO terms and conditions shall be upon PO acceptance, shipment of goods or commencement of services. PO is not valid unless signed by the County Auditor and Authorized Purchasing Representative.

Auditor's Certification: It is hereby certified, as of the date posted, that the amount set out to meet the contract agreement obligation, payment, or expenditure, for the above has been lawfully appropriated, authorized or directed for such purposes and is in the county treasury or in the process of collection to the credit of the appropriate funds free from any obligation or certification now outstanding.

Karl J. Kirl		Shaffer, Marsha J.
	1/5/2023	
County Auditor	Certification Date	Authorized Purchasing Representative

2022 MONTGOMERY COUNTY ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE) PROGRAM PROJECT AGREEMENT

THIS AGREEMENT is entered into on the date(s) at the end hereof, by and between the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, Montgomery County Administration Building, 451 West Third Street, Dayton, Ohio 45422, hereinafter referred to as the "Board," and CITY OF UNION, MONTGOMERY COUNTY, OHIO, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, O.R.C. Section 307.07 grants the Board the authority to create an Office of Economic Development and to appoint a person to act as Director of said Office, referred to hereinafter as the Director; and

WHEREAS, O.R.C. Section 307.07 further constitutes a grant of authority to the Board to become actively involved in the development and execution of economic development in Montgomery County, Ohio; and

WHEREAS, on or about June 4, 1991, and pursuant to O.R.C. Section 307.07, the Board did create a Montgomery County Office of Economic Development and did appoint a Director of same; and

WHEREAS, O.R.C. Section 307.07 further authorizes the Board to use a portion of its sales tax revenues for the purpose of furthering and fostering economic development in Montgomery County, Ohio; and

WHEREAS, O.R.C. Section 307.07(B)(3) authorizes the Director, with the approval of the Board, to enter into Agreements with federal, state and local governmental agencies for the purpose of carrying out economic development functions of the Board relative to economic development; and

WHEREAS, the Board and the Participant are desirous of mutually cooperating in the funding of an economic development project situated within the boundaries of the CITY OF UNION, Montgomery County, Ohio, known as the DAYTON FREIGHT INFRASTRUCTURE PROJECT hereinafter referred to as the "Project;" and

WHEREAS, the Board is willing to use some of its sales tax revenues to foster same; and WHEREAS, the Board has been advised by the Director that the Project properly qualifies as an economic development project in the Montgomery County area; and

WHEREAS, the Participant has supplied the Board with proof that it possesses sufficient statutory/legal authority and management capability needed to assume the primary administration of the Project; and

WHEREAS, on December 6, 2022 by Resolution #22-1758, the Board awarded the CITY OF UNION an amount not to exceed \$500,000 or 1.18% of total project cost, from the 2022 Primary Economic Development Fund, to provide funding support for the DAYTON FREIGHT INFRASTRUCTURE PROJECT.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and

agreements hereinafter set forth, the parties to this Agreement, with the intent to be legally bound, agree as follows:

- 1. The Participant agrees to assume the responsibility of administering the Project, which project is found specifically identified in the Scope of Work, which scope is attached hereto and made a part hereof as Exhibit "A," and a budget document for said project, which budget is attached hereto and made a part hereof, as Exhibit "B". The Board agrees to tender to the Participant the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) or ONE POINT ONE EIGHT PERCENT (1.18%) of total project cost, whichever is less, of the Board's 2022 sales tax revenue to assist the Participant in conducting the Project.
- 2. The Participant agrees that the Board's sales tax revenues referred to in paragraph 1, above, will be used solely and exclusively by the Participant to offset the cost incurred by it in undertaking the Project, and further agrees that should any or all of Board's said sales tax revenues be used for any purpose other than that of the Project, the Participant will repay the Board the amount improperly expended, and will do so within fourteen (14) calendar days of written notice to it by the Board that such an improper expenditure has occurred, stating therein the amount which the Board believes has been misapplied.
- 3. Upon execution of this Agreement by both parties and certification by the Montgomery County Auditor, the Board agrees to tender the amount identified in paragraph 1 hereof to the Participant on a regular reimbursement basis as more fully explained in this paragraph. The Participant agrees to supply the Board with regular statements, or invoices, indicating therein the amount of monies expended by the Participant in the furtherance of the Project, this statement, or invoice, will also contain a statement therein identifying the date of each

expenditure, the name of the person or business enterprise paid, and the goods or services provided warranting the payment. The Board will, within thirty (30) calendar days of the receipt of such a statement, or invoice, reimburse the Participant the amount stated in the Participant's statement or invoice. Should the Board be of the opinion that any amount of monies identified in the Participant's invoice was expended for purposes other than the furtherance of the Project, the Board may, in its sole discretion, reduce such payment by the amount of the alleged misapplication, or seek reimbursement as same is provided in paragraph 2 hereof. The parties also agree that the Board, through its Office of Economic Development, has the authority to meet with the contractor, person or business entity employed by the Participant for the Project, and review documentation as it deems necessary to determine that the Board's sales tax revenues are being expended for Project purposes.

- 4. The Participant agrees that the Board's sales tax revenues are to be expended by the Board in its sole discretion, and that the Board's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the Board's sales tax revenues.
- 5. The Participant acknowledges that part of the consideration for this Agreement emanates from the Board's sales tax revenues, and that as such, said consideration constitutes public funds, and the Participant acknowledges that the Board, the Montgomery County, Ohio Auditor and/or the Ohio Bureau of Inspection and Supervision of Public Offices (State Auditor's Office) is legally authorized to inspect and make copies of the Participant's books and audit the receipt and expenditure of said consideration. The Participant, therefore, agrees to allow either the Board, the Montgomery County, Ohio Auditor or his representative, or a representative of the State Auditor's Office, to enter upon its premises during regular business hours and to supply the Board,

the Montgomery County, Ohio Auditor or his representative, the State Auditor's Office or its representative, the books/financial records concerning the Participant's receipt and expenditure of the economic development funding received by the Participant pursuant to the Agreement.

- 6. The Participant agrees that all documentation, financial records and other evidence of project activity under this Agreement shall be maintained by the Participant, consistent with the records retention requirements of the Ohio Revised Code, for a period of three (3) years after the completion or termination of the Project. After this three (3) year retention period, the Participant must notify the Board, in writing, of its intent to destroy said records. The Board reserves the right to extend the retention period for such records, and if it decides to do so it will notify the Participant in writing, otherwise, the Board will issue to the Participant a written Certificate of Records Disposal, it being understood that no records in the Participant's possession will be destroyed until the Participant has received a Certificate of Records Disposal. The Participant also agrees to notify persons or business entities with which it does business in the prosecution of the work called for in the "Project" of the fact that such person or business entity is receiving public funds and that such funds may be audited by the County Auditor or the State Auditor even though they have been received by a private person or business entity.
- 7. The Participant agrees that, upon completion of said Project, Participant will deliver to the Board's Director of Economic Development a report certifying the Participant's expenditures for the total Project, including ED/GE funds and all other financial sources. In addition, the Participant agrees to provide to the Board's Director of Economic Development, upon the Director's request and at such intervals as requested by the Director, but not to exceed three years, a report certifying the jobs created/retained and the tax base enhanced/retained as a direct result of the Project.

- 8. The parties acknowledge that this Agreement is made pursuant to the Montgomery County ED/GE program and that the distribution of funds provided for herein is made pursuant to that program and constitutes a distribution to the Participant thereunder. The parties agree that use of the funds distributed hereunder is subject to all terms and conditions of the Economic Development/Government Equity Participation Agreement previously entered into between the parties hereto.
- 9. The parties expressly agree that this Agreement shall not be assigned by the Participant without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.
- 10. During the performance of this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The Participant will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not 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.

The Participant, or any person claiming through the Participant agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

- 11. Either party may terminate this Agreement by serving written notice on the other party at least fourteen (14) calendar days before the effective date of such termination as is mentioned in the notice.
- 12. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 13. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.
- 14. This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio.
- 15. Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this $\frac{28 \, \text{th}}{}$ day of

<u>March</u> , 20 ²³ .	
Signed and acknowledged in the presence of:	BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO
Witness	By:
Mary Louler Witness EBF263487	By: Docusigned by: OR
Witness	By: DocuSigned by: AND
Witness When le	AND City of Union Jurisdiction 118 N. Main Street Address Union OH 45322
APPROVED AS TO FORM: MATHIAS HOLLEGE LAYJR. PROSECUTING A TEORNEX. By:	City By: John P. Golegat Title: Cily Manage Date: 12/30/22 Date: 3/22/2023

EXHIBIT A Work Program

Jurisdiction: CITY OF UNION

Project: DAYTON FREIGHT INFRASTRUCTURE PROJECT

Funds will be used to improve Old Springfield Road in the City of Union to support the location of Dayton Freight's new and expanded truck terminal & maintenance facility on a 56 acre site recently purchased by the company on the North side of Old Springfield just North & West of the Dayton International Airport. The project will create 40 new jobs and retain 200 jobs.

Project Tasks:	Start Date:	End Date:	
Engineering	1/1/2022	1/1/2023	
Development Agreement	4/1/2022	1/1/2023	
Site Development	4/1/2023	4/1/2024	
Roadway/Storm sewer construction	4/1/2023	1/1/2024	

EXHIBIT B Budget

Jurisdiction: CITY OF UNION

Project: DAYTON FREIGHT INFRASTRUCTURE

It is expressly understood by the Board of County Commissioners and the Participant that the Board of County Commissioners will reimburse to the Participant only \$500,000 or 1.18% of total project cost, whichever is less. All costs, including those relating to salaries and benefits, shall be supported by documentation sufficient to support any claim under this Agreement.

Sources:	Amount:
ED/GE	\$ 500,000
Dayton Freight	\$ 41,200,000
City of Union	\$ 700,000
Total	\$ 42,400,000

User Expenses:	ED/GE		Amount:
Engineering, project manage, etc.			\$ 310,000
Roadway/storm sewer construction	X		\$ 2,000,000
Site development & new bldgs			\$ 40,000,000
Roadway contingencies			\$ 90,000
		Total	\$ 42,400,000



MONTGOMERY COUNTY
ADMINISTRATION BUILDING

451 W. Third Street Dayton, Ohio 45422-1000

www.mcohio.org

COUNTY COMMISSIONERS Judy Dodge Deborah A. Lieberman Carolyn Rice

COUNTY ADMINISTRATOR Michael B. Colbert

Approval Documentation Sheet

Business Services Division

<u>All items</u> for the Business Services Division are to be <u>reviewed and approved</u> by the Assistant County Administrator and must be uploaded to DocuSign as part of the workflow process. This includes any potential agenda item coming from the Law or Purchasing departments that originated in Business Services. A separate form is required for each request.

Date: March 21, 2023

Department: Business Services-CED

Resolution Header: RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY

(ED/GE) AGREEMENT WITH THE CITY OF UNION, MONTGOMERY COUNTY, OHIO, FOR THE DAYTON FREIGHT INFRASTRUCTURE PROJECT IN AN AMOUNT NOT TO EXCEED \$500,000, OR 1.18% OF TOTAL PROJECT COST, WHICHEVER IS LESS. FUNDS IMPLEMENT A PROJECT FROM MONTGOMERY COUNTY'S 2022 PRIMARY

ECONOMIC DEVELOPMENT FUND.

Description: ED/GE AGREEMENT APPROVED DECEMBER 2022 WITH THE CITY OF UNION FOR

THE DAYTON FREIGHT PROJECT FOR \$500,000

My signature below, indicates th	iat I have reviewed and	approved the attached	document.
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DocuSigned by:			
Chris Williams	3/21/2023		
3E50ADE0C1724B9			
Chris Williams, Assistant County Administrator	Date		



GRANT AGREEMENT

Project Information							
Grantee:	Montgomery County TID	PID:	114677				
Project:	Lightner Road Reconstruction	Agreement No:	37406				
Total Eligible Costs:	\$1,833,894	Percentage:	6%				
Final Reimbursement by:	February 9, 2024	Maximum Grant Funds:	\$100,000				
Scope of Work: Reconstruction of Lightner Road and Peters Pike, which will consist of full depth widening of approximately 1,400 feet of Peters Pike from south of Lightner Road intersection and approximately 1,000 feet of Lightner Road (east of intersection), and the existing two lane roads will be widened to three lanes with intersection upgrades and roadway drainage improvements.							
Grantee Contact							
Name:	Crystal Corbin	Title:	Executive Director				
Address:	451 W. Third Street, 10 th Floor						
City:	Dayton	Zip:	45422				
Email:	ccorbin@mctid.org	Phone:	614-530-0884				
ODOT Contact							
Regional Manager:	Regional Manager: Adele Evans						
Address:	505 South SR 741						
City:	Lebanon	Zip:	45036				

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, ("**Grantor**") hereinafter referred to as ODOT, 1980 W. Broad Street, Columbus, Ohio 43223 and the **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with public roadwork improvements for the Project listed above (hereinafter referred to as the PROJECT).

Phone:

1. PURPOSE

Email:

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts and agreements with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.
- 1.3 The GRANTEE will construct the PROJECT as listed above.

Adele.Evans@dot.ohio.gov

- 1.4 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the Jobs & Commerce Economic Development Program ("JCED") funding (SAC 4JC7) that is being made available for the PROJECT by ODOT.
- 1.5 The GRANTEE shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2. <u>FUNDING AND PAYMENT</u>

614-507-9368

- 2.1 The total eligible costs for the PROJECT is estimated as listed above. Funds provided through ODOT shall be applied only to the eligible costs associated with the actual construction of the PROJECT improvements and construction engineering/inspection activities.
- 2.2 ODOT shall provide to the GRANTEE the percent of the eligible costs, up to a maximum as set forth on page one of this Agreement. The GRANTEE shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and GRANTEE claims.
- 2.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The GRANTEE shall review and approve all invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROIECT.
- 2.4 The GRANTEE shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The GRANTEE must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.
- 2.5 The GRANTEE may submit a maximum of two requests for reimbursement. The deadline for the final reimbursement request is as set forth on page one of this Agreement. The GRANTEE may ask for one extension of up to one year of this agreement if adequate funds have been appropriated.
- 2.6 Reimbursement to the GRANTEE shall be submitted to the Grantee Contact and address as set forth on page one of this Agreement.
- 2.7 Jobs & Commerce Economic Development Program funds are specifically used for the improvement or construction of publicly owned roadways that support: job creation or job retention and private sector investment. In the event any of these criteria are compromised or all together cancelled, ODOT reserves the right to terminate any or all of this agreement.

3. PROIECT DEVELOPMENT AND DESIGN

- 3.1 The GRANTEE is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.
- Any right, claim, interest, and/or right of action, whether contingent or vested, of the GRANTEE, arising out of or related to any contract entered into by the GRANTEE for the work to be performed by the GRANTEE on this PROJECT is the responsibility of the GRANTEE. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.

4. <u>CERTIFICATION AND RECAPTURE OF FUNDS</u>

- 4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the GRANTEE shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the

Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

5.2 The GRANTEE hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the GRANTEE's obligations made or agreed to herein.

6. NOTICE

6.1 Notice under this Agreement shall be directed as follows:

If to the GRANTEE: If to ODOT:

To the Grantee Contact and address as set forth on page one of this Agreement.

To the ODOT Contact and address as set forth on page one of this Agreement.

7. <u>FEDERAL REQUIREMENTS</u>

During the performance of this Agreement, the GRANTEE, for itself, its assignees, and successors in interest agrees as follows:

- 7.1 The GRANTEE 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.
- 7.2 The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, 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).
- 7.3 Compliance with Regulations: The GRANTEE (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- Nondiscrimination: The GRANTEE, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of the GRANTEE, including procurements of materials and leases of equipment. The GRANTEE will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 7.5 Solicitations for the GRANTEE, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the GRANTEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the GRANTEE of the GRANTEE's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency.
- 7.6 Information and Reports: The GRANTEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the

GRANTEE will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- 7.7 Sanctions for Noncompliance: In the event of the GRANTEE's noncompliance with the nondiscrimination provisions of this Agreement, ODOT will impose such sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the GRANTEE under the Agreement until the GRANTEE complies, and/or
 - b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- Incorporation of Provisions: The GRANTEE will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The GRANTEE will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the GRANTEE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the GRANTEE may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the GRANTEE may request the United States to enter into the litigation to protect the interests of the United States.
- 7.9 During the performance of this Agreement, the GRANTEE, for itself, its assignees, and successors in interest 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 COUNTY (or other)s, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable

- steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

8. GENERAL PROVISIONS

- 8.1 Record Retention: The GRANTEE when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the GRANTEE's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.
- 8.2 *Ohio Ethics Laws*: The GRANTEE 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.
- 8.3 Governing Law: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the GRANTEE (or other) hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 8.4 *Assignment*: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 8.5 *Merger and Modification*: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 8.6 *Severability*: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 8.7 *Term of Agreement:* This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. The GRANTEE acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the GRANTEE and monitoring by Grantor of the results of the award of Grant Funds.
- 8.8 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. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature 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.

GRANTEE

as set forth on page one of this Agreement.

OR AUTHORIZED REPRESENTATIVE

Signature: Crystal L Corbin

Print: Crystal L. Corbin

Title: Executive Director

Date: 4/21/2023

STATE OF OHIO

OHIO DEPARTMENT OF TRANSPORTATION

By: Jack Marchbanks, Ph.D Director

Date: 5.19.23



Mike DeWine, Governor Jon Husted, Lt. Governor

Lydia L. Mihalik, Director

GRANT AGREEMENT

Grantee								
Grantee:	Montgomery County Transportation Improvement District Grant C				ontrol No.:	SBIG20220283		
Project Site Address:	85079 Lightner Road							
City:	Dayton	State: Ohio		Zip:	45377			
Project Local Jurisdiction:	City of Dayton	Effective Date: 08/02/2021						
Project County:	Montgomery	Metric Evaluation Date: 12/31/2023				3		
Grant Funds:	\$500,000.00	End Date: 12/31/2023			3			
	Project	Contact						
Grantee Contact:	Steven Stanley	Title: Executive Director						
Address:	451 W. Third St., 10th Floor	r	1			~		
City:	Dayton	State: Ohio		Zip:	45422			
E-Mail:	sstanley@mctid.org							
Phone Number:	(937) 226-8240	Fax Number: (937) 673-3852						

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development** ("**Grantor**") and **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with public roadwork improvements at the Project Site listed above (the "**Project**"). This Agreement incorporates by reference the "**Scope of Work**," which is attached as <u>Exhibit I</u>.

1. Project Funding.

- (a) <u>State Grant</u>. Grantor hereby grants to Grantee funds in the aggregate amount of Grant Funds listed in the table above (the "**Grant Funds**") to be used for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project substantially as described in <u>Exhibit I</u>. Grantee may not use the Grant Funds for any purpose other than completion of the Project.
- (b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. No Grant Funds will be disbursed to reimburse Project costs unless and until Grantee obtains the additional funds necessary to pay the balance of the Project costs.
- (c) <u>Budget Reductions</u>. Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.

- (d) <u>Subsequent Increase.</u> In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(c) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual agreement of the parties which shall be reflected in an Amendment signed in accordance with Section 14(e) of this Agreement.
- 2. Payment of Grant Funds. Grantor shall disburse the Grant Funds on a reimbursement basis. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing expenditures which have then been incurred by Grantee in accordance with the Project budget included in Exhibit I. The payment of the requests for reimbursement shall be based upon 30% reimbursement of the actual eligible Project costs. Travel expenses will not be costs eligible for reimbursement with Grant Funds. Grantor shall be the sole judge of the adequacy of reimbursement requests. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Exhibit I. Grantee shall submit to Grantor such documentation necessary to substantiate a reimbursement request.

Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. In the event that Grantee does not submit any requests for reimbursement by the End Date (as such date may be extended as provided in Section 4) and/or the Project is affirmatively abandoned by Grantee, this Agreement shall be null and void without any further action by the parties and neither party shall have any obligation under this Agreement.

4. Agreement Deadlines and Term.

- (a) Project Completion. Grantee shall complete the Project not later than the End Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the End Date, Grantee must request an extension of time to complete the Project at least 60 days before the scheduled End Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.
- (b) <u>Term of Agreement</u>. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the End Date set forth on the first page of this Agreement unless it is terminated earlier as provided in Section 10 (collectively, the "Term").
- 5. Secondary Goal of the Project. The primary focus of the grant is to complete an eligible roadwork project. In addition, one of the secondary goals is the creation or retention of jobs as a result of the grant. As a result of the Project, it is estimated that 100 full-time jobs will be created by the Metric Evaluation Date. Grantee is required to report any job creation or retention in the reports required under Section 7 of this Agreement, however, job creation will not be used to determine compliance under this Agreement.

6. Non-Discrimination.

- (a) <u>Minority Hiring Goal</u>. Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project and in the fulfillment of Grantee's job creation obligations in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.
- (b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

7. Reporting.

- (a) Performance Reports. Grantee shall submit to Grantor an Annual Report in the format required by Grantor (the "Annual Report"). Each Annual Report shall provide information for the applicable reporting period, including but not limited to, information detailing the progress of the Project, if required, the number of employees employees first employed at the Project Site prior to the Effective Date and retained at the Project Site on or after the Effective Date, the corresponding payroll information for the employees at the Project Site and the Investment to date. Annual Reports shall be submitted by Grantee for each year (or part of a year) during which this Agreement is in effect and each Annual Report shall be received by Grantor no later than March 1, following the year covered by such Annual Report. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee's performance and the effectiveness of the award.
- (b) <u>Closeout Report.</u> Within 60 days after the Project is completed, whether on or before the End Date, Grantee shall provide the Grantor with a Closeout Report (the "Closeout Report") in the form prescribed by the Grantor, which shall include (i) the amount of Grant Funds used for the Project; (ii) the amount of Grant Funds being returned; (iii) the number of jobs created/retained as a result of the Project; (iv) a summary of the impact the Grant Funds had on the operations of Grantee and/or other business operations nearby; and (ix) any additional information the Grantor may request.
- (c) <u>Signature and Costs</u>. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each Annual Report or Closeout Report that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.
- (d) Remedy. Performance reports are essential for Grantor's effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any Annual Report and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Annual Report is past due.

8. Records Maintenance and Access.

- (a) <u>Maintenance of Records.</u> Grantee shall establish and maintain for at least three (3) years after the End Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, job creation and retention statistics, and all other information pertaining to Grantee's performance of its obligations under this Agreement. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.
- (b) Inspection and Copying. At any time during normal business hours and upon not less than 24 hours prior written notice, Grantee shall make available to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee, including, but not limited to, records evidencing employment at the Project Site. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 8(b) from Grantee's other records of operation.

9. Adherence to State and Federal Laws and Regulations.

(a) <u>General</u>. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

- Ethics. In accordance with Executive Order 2019-11D, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2019-11D, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- (c) <u>Conflict of Interest.</u> No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.
- (e) <u>Falsification of Information</u>. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1).
- (f) Prevailing Wage. Construction of public improvements with public funds may be subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. Construction projects undertaken with financial assistance provided by the State of Ohio under certain provisions of the Ohio Revised Code are also subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. If applicable, Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Project.
- (g) <u>Public Records</u>. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies.

10: Default and Remedies.

(a) <u>Default</u>. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a "**Default Notice**") from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

- (b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:
 - (i) <u>Discontinue Disbursements</u>. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
 - (ii) <u>Demand Repayment of Grant Funds</u>. If Grantee fails to complete the roadwork portion of the Project as required under Section 4(a) and detailed in Exhibit I, Scope of Work, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.
 - (iii) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
- (c) <u>Remedies Cumulative</u>. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
- (d) <u>Early Termination</u>. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee, (ii) admits its inability to pay its debts as such debts become due, (iii) commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) has ceased operations at the Project location under the reasonable belief of Grantor. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 10.
- (e) <u>Effects of Termination</u>. Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the number of full-time jobs created and/or retained by Grantee from the Effective Date through the termination, the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. The final report shall be signed and certified in the same manner as the reports required by Section 7 of this Agreement. This reporting obligation shall survive the termination of the Agreement.
- (f) <u>Grantor's Expenses</u>. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.
- 11. <u>Liability.</u> Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor), caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
- 12. <u>Certification of Funds</u>. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

13. <u>Notice</u>. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

Ohio Department of Development 77 South High Street, 28th Floor Columbus, Ohio 43215-6130 ATTN: Grants Manager If to Grantee:
To the Grantee Contact and address as set forth on page one of this Agreement.

With a copy to the Chief Legal Counsel, Development

14. Miscellaneous.

- (a) <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.
- (b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- (c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (d) <u>Severability</u>. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) <u>Amendments</u>. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- (f) <u>Forbearance Not a Waiver</u>. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) <u>Headings</u>. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.
- (i) <u>Assignment.</u> Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

- (j) <u>Binding Effect</u>. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- (k) <u>Survival</u>. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- (l) <u>Grantor's Authorized Representative</u>. Grantor's Authorized Representative shall be the Director of the Ohio Department of Development or such individual authorized by the Director in writing.

<u>Signature</u>: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantee:			Grantor:				
Montgomery Improvement	County District	Transportation	State of Ohio Department of Development				
	1 1	1	Lydia L. I Director	Mihalik			
Sign:	Mu &	tinly	Sign:	E-SIGNED by Matthew McClellan on 2021-10-04 09:56:49 EST			
Print: 5	TEVEN B	STANLEY	Print:	Matthew McClellan			
Title:E	XECUTIV	E DIRECTOR	Title:	Assistant Director			
Date:	8/27	/21	Date:	2021-10-04 09:56:49 UTC			

176 H. L. 198 L. 188 L.

EXHIBIT I

Scope of Work

Montgomery County Transportation Improvement District

On August 2, 2021, the State Controlling Board approved the Ohio Department of Development's (Development) request to release \$500,000.00 from fund 4W00, line item 195629, Roadwork Development Grant, for FY22, for the Montgomery County Transportation Improvement District, for costs associated with the completion of public roadwork improvements in support of the Amazon.com Services LLC project in the Village of Johnstown, Licking County. Development is prepared to offer a grant from the Roadwork Development (629) Account for up to \$500,000.00, covering approximately 30 percent of the total eligible roadwork costs.

Roadwork Development Grants are awarded for public roadwork improvements that support the expansion or attraction of businesses. Eligible costs include widening, paving, road construction and reconstruction, and right-of-way infrastructure improvements such as sewer or utility lines.

In order to assist the Amazon.com Services LLC project, roadwork will consist of improvements to Lighter Road and Peters Pike, including an additional 1,140 feet south of the intersection of the two roads to prepare for the future re-alignment of County Line Road. The project will provide Amazon delivery vehicles and employees with project-left hand turns to and from the proposed site and will improve access overall to the site from I-75 and I-70 to the south.

The primary focus of the grant is to complete an eligible roadwork project. In addition, one of the secondary goals is the creation or retention of jobs. As a result of the project and State assistance provided, 100 full-time jobs will be created.

Roadwork Improvement Costs	\$3,351,666.00
Total Eligible Roadwork Improvement Costs	\$1,833,894.00
Roadwork Development Assistance	\$ 500,000.00

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ENGINEER'S OPINION OF TOTAL PROJECT COST FOR OLD SPRINGFIELD/PETERS PIKE ROADWAY IMPROVEMENTS (WIDEN AND UPGRADE 8,800 L.F. OF EXISTING ROADWAY WITH A ROUNDABOUT AT THE INTERSECTION OF PETERS PIKE AND LIGHTNER ROAD)

BY: JAG DATE: 2023-07-13

ITEM NO.	DESCRIPTION	QUANTITY	UNIT		UNIT COST		TOTAL COST
	ROADWAY						
201	CLEARING AND GRUBBING	1	LUMP	@	\$90,000.00	=	\$90,000.00
203	EXCAVATION	15350	C.Y.	@	\$14.40	=	\$221,040.00
203	EMBANKMENT	7675	C.Y.	@	\$18.00	=	\$138,150.00
203	EXCAVATION HAUL OFF	7 675	C.Y.	@	\$14.40	=	\$110,520.00
206	LIME KILN DUST STABILIZED SUBGRADE 7%, 14 INCHES DEEP	13700	S.Y.	@	\$14.40	=	\$197,280.00
206	LIME KILN DUST STABILIZED SUBGRADE 7%, 14 INCHES DEEP	453	TON	@	\$208.80	==	\$94,613.02
206	CURING COAT	13700	S.Y.	@	\$2.40		\$32,880.00
206	MIX DESIGN FOR CHEMICALLY STABILIZED SOILS	1	LUMP	@	\$12,000.00		\$12,000.00
	SUBTOTAL						\$896,483.02
	PAVEMENT						
204	SUBGRADE COMPACTION	13700	S.Y.	@	\$4.80		\$65,760.00
204	PROOF ROLLING	8	HOUR	@	\$270.00	=	\$2,160.00
254	PAVEMENT PLANING, ASPHALT CONCRETE	23500	S.Y.	@	\$2.40	=	\$56,400.00
255	FULL DEPTH PAVEMENT SAWING	17600	FT.	@	\$3.60	=	\$63,360.00
302	ASPHALT CONCRETE BASE, PG64-22	3160	C.Y.	@	\$165.60	=	\$523,296.00
304	AGGREGATE BASE	3725	C.Y.	@	\$69.60	=	\$259,260.00
407	TACK COAT, TRACKLESS TACK	3800	GAL.	(a)	\$4.80	=	\$18,240.00
408	PRIME COAT	6333	GAL.	@	\$6.00	=	\$37,998.00
441	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448)	620	C.Y.	@	\$230.40	=	\$142,848.00
441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448) PG64-22	1580	C.Y.	@	\$252.00	=	\$398,160.00
609	COMBINATION CURB AND GUTTER, TYPE 2	17600	FT.	@	\$36.00	=	\$633,600.00
	SUBTOTAL					=	\$2,201,082.00
	EROSION CONTROL						
659	SEEDING AND MULCHING, CLASS 1	42000	S.Y.	@	\$2.40		\$100,800.00
659	REPAIR SEEDING AND MULCHING	2100	S.Y.	<u>@</u>	\$1.20	=	\$2,520.00
659	COMMERCIAL FERTILIZER	5.67	TON	@	\$1,008.00	=	\$5,713.36
659	WATER	227	M.GAL.	@	\$9.60	=	\$2,177.28

832	EROSION CONTROL	1	EACH	@	\$60,000.00	=	\$60,000.00
	SUBTOTAL					=	\$171,210.64
	DRAINAGE					. 1997	
605	6" BASE PIPE UNDERDRAINS WITH FABRIC WRAP	17600	FT.	@	\$14.40	=	\$253,440.00
611	4" CONDUIT, TYPE E	1000	FT.	(a)	\$13.20	=	\$13,200.00
611	6" CONDUIT, TYPE E	1000	FT.	@	\$24.00	=	\$24,000.00
611	8" CONDUIT, TYPE E	1000	FT.	(a)	\$18.00	=	\$18,000.00
611	12" CONDUIT, TYPE B (HDPE)	3400	FT.	@	\$72.00	==	\$244,800.00
611	18" CONDUIT, TYPE B (HDPE)	2200	FT.	@	\$108.00	=	\$237,600.00
611	24" CONDUIT, TYPE B (HDPE)	2200	FT.	(a)	\$144.00	=	\$316,800.00
611	36" CONDUIT, TYPE B (HDPE)	2200	FT.	@	\$216.00	-	\$475,200.00
611	CATCH BASIN, NO. 3A	60	EACH	@	\$3,240.00	=	\$194,400.00
611	MANHOLE, NO. 3	30	EACH	@	\$3,744.00	-	\$112,320.00
	SUBTOTAL			100 mg/m		=	\$1,889,760.00
	WATER			8000			
638	12" DUCTILE IRON OR C-900 WATERMAIN	8800	FT.	@	\$186.00	=	\$1,636,800.00
638	6" GATE VALVE AND HYDRANT COMPLETE	18	EACH	(a)	\$7,800.00	=	\$140,400.00
	SUBTOTAL						\$1,777,200.00
	SANITARY SEWER						
611	12" SANITARY PVC	8800	FT.	@	\$122.40	=	\$1,077,120.00
611	MANHOLE, NO. 3	30	EACH	@	\$3,744.00	=	\$112,320.00
	SUBTOTAL					=	\$1,189,440.00
	MAINTENANCE OF TRAFFIC						
614	MAINTAINING TRAFFIC	1	LUMP	@	\$120,000.00	= T	\$120,000.00
	SUBTOTAL					=	\$120,000.00
	BRIDGE						
SPECIAL	BRIDGE EXTENSION ALONG OLD SPRINGFIELD	I	LUMP	@	\$300,000.00	=	\$300,000.00
	SUBTOTAL					-	\$300,000.00
	ROUNDABOUT						
SPECIAL	ROUNDABOUT IMPROVEMENT	1	LUMP	(a)	\$3,000,000.00	=	\$3,000,000.00
	SUBTOTAL					=	\$3,000,000.00
	TRAFFIC CONTROL						
644	PAVEMENT MARKINGS AND SIGNS	1	LUMP	(a)	\$48,000.00	=	\$48,000.00
	SUBTOTAL					=	\$48,000.00
	LIGHTING						
SPECIAL	LIGHT POLES AND INSTALLATION	88	EACH	@	\$18,000.00	 =	\$1,584,000.00

	SUBTOTAL					=	\$1,584,000.00
	MISCELLANEOUS						
619	FIELD OFFICE, TYPE B	9	MONTH	@	\$3,600.00	=	\$32,400.00
623	CONSTRUCTION LAYOUT STAKES	1	LUMP	@	\$24,000.00	=	\$24,000.00
624	MOBILIZATION	1	LUMP	@	\$30,000.00	=	\$30,000.00
	SUBTOTAL					=	\$86,400.00
	MISCELLANEOUS PROJECT RELATED COSTS						
SPECIAL	PROJECT ENGINEERING	1	LUMP	@	\$396,000.00	=	\$396,000.00
SPECIAL	MONTGOMERY COUNTY TID PROJECT MANAGEMENT	1	LUMP	@	\$550,000.00	=	\$550,000.00
SPECIAL	R/W AND/OR PROPERTY ACQUISITION	2.5	ACRE	@	\$60,000.00	=	\$150,000.00
SPECIAL	UTILITY RELOCATION	1	LUMP	@	\$375,000.00	=	\$375,000.00
	SUBTOTAL					=	\$1,471,000.00
	TOTAL PROJECT COSTS					-	\$14,734,575.66

I HEREBY CERTIFY THE ABOVE OPINION OF PROJECT COST IS ACCURATE TO THE AMOUNT OF PLAN DETAIL AVAILABLE AT THIS TIME. THE OPINION OF CONSTRUCTION COST IS SUBJECT TO ADJUSTMENT UPON RECEIPT OF BIDS FROM QUALIFIED CONTRACTORS IN THE OF OHIOMILE

JEFFREY BAKOEHNON

#63128

2023-08-53

Union Industrial Park Ring Road Project

A weighted useful life statement stamped/sealed and signed by a licensed professional engineer must be included with the project application.

This spreadsheet has formulas to make a weighted useful life calculation and is populated with an example for illustrative purposes. Items can be added to column a.

Weighted Useful Life & Design Service Capacity Calculations

Major Component	Cost (\$1,000)	Portion Repair / Replacement (%)	Repair / Replace Product	Useful Life (Years)	Useful Life Product
Full-depth road construction w/ drainage Full-depth road construction	3000			25	75000
w/o drainage				25	
Partial-depth road	0570.0	400	057000	4.5	00070
construction w/ drainage Partial-depth road	6578.2	100	657820	15	98673
construction w/o drainage				15	
Storm Sewers	1889.8	100	188980	40	75592
Sanitary Sewers	1189.4	100	118940	40	47576
Water Lines	1777.2			40	71088
Bridge	300			75	22500
Pumps, Lift Stations				15	
Sidewalks		100		25	
Bike Facility		100		7	

Totals	14734.6	965740	390429

Weighted Useful Life:

26.5 Years

Design Service Capacity (Project Application, Section 2.0):

Portion Repair / Replace

66 %

Portion New / Expansion

34 %

USEFUL LIFE CERTIFICATION

I hereby certification in this specific situation in the very serior, I have set my signature and seal as of this date.

Project Madager Chicago (3)

Date

OHIO PUBLIC WORKS COMMISSION DISTRICT 4

FY25 Supplemental Questionnaire

Applicant: City of Union

Project Title: Union Industrial Park Ring Road

Application Summary:

Briefly describe the project:

There has been significant economic development in the past 10 years in the City of Union and other local governments near the I-70/I-75 Interchange. During that time, nearly 7,000 new jobs and 10,000,000 square feet of new distribution and other industrial facilities have been constructed in Montgomery County. The local roadway network has been partially upgraded to form a "ring road" around the Dayton International Airport (DAY) to service increased truck and employee traffic related to the new development. The Montgomery County Engineer and the City of Vandalia are now in the preliminary engineering phase of an ODOT TRAC-funded project to improve Old Dixie Drive and Lightner Road north and east of DAY. Union plans to complete the ring road by improving Old Springfield Road, Peters Pike, and the intersection at Peters, Lightner, and Countyline Road.

The Union Industrial Park Ring Road Project will

- (A) Improve Old Springfield Road to a 3-lane cross section with curb, gutter, storm sewer, lighting, and related water & sanitary sewer lines from its current improved limits 500 ft. east of Dog Leg Road to Peters Pike,
- (B) Improve the existing 3-way stop intersection at Old Springfield and Peters by replacing it with a continuous super-elevated curve,
- (C) Improve Peters Pike to a 3-lane cross section with curb, gutter, storm sewer, lighting, and related water & sanitary sewer lines from its intersection with Old Springfield to Lightner, and
- (D) Improve the intersection of Old Springfield, Lightner, and Countyline Road with a roundabout to improve safety, prevent congestion, and correct the current misalignment of the intersection.

Priority:	
Is this application your priority project? (Circle One)	
Yes (No O
Generation of Revenue:	
Will new user fees or assessments be assessed as part of t	this project? (Circle One)
Yes (No (•)
What will the new user fees or assessments be used for?	
NA	
Additional Funding:	
Will OPWC match, in part, a committed grant or loan? (Cir	rcle One)
Yes (No O
If no, was the project submitted to an appropriate agency One)	for funding, but denied due to lack of funding? (Circle
Yes – Appropriate Documentation Attached	No 💽
Readiness of Project:	
Will this project be <u>substantially</u> underway on or before J	une 1, 2025? (Circle One)
Yes •	No O
Health & Safety:	
Describe the specific health or safety issue being addresse the health or safety issue?	ed by this project. What deficiency or condition is causing
A significant increase in truck and employee traffic upgrade the segment of the primary local roadway roadway. In addition, related storm water, water, a support future anticipated development, including additional 2,000 high-paying jobs to the immediate	network that is still unimproved 2-lane rural and sanitary sewer services must be added to a confidential new prospect that would add an

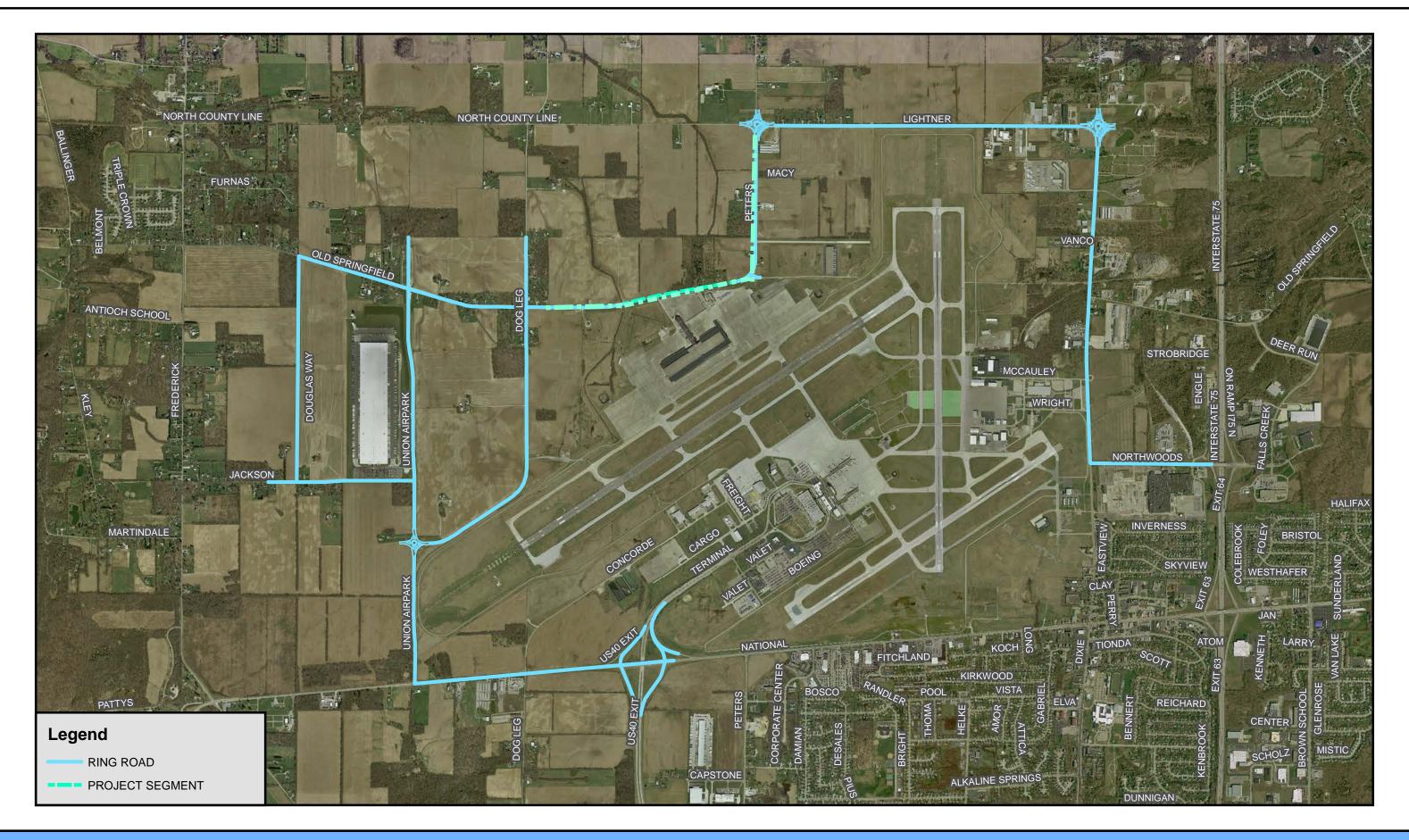
Addresses District Infrastructure Needs: Is this project located in more than one community? (Circle One) Yes No What percentage of the community will be served by this project? (Circle One) More than 40% (●) Less than 25% 25% to 40% **Economic Development** How many jobs are being created as a result of this project? 2,000 How many jobs will be retained as a result of this project? 5,000 Why is it necessary to fund this improvement to secure this development? Existing truck and employee traffic is being generated from the recently opened facilities of Proctor & Gamble, Crocs, Chewy, Legrand, and others. In addition, Amazon's new Fulfillment Center in Union will be in full operation within weeks with 2,000 employees as will Amazon's new last mile facility on Lightner on former DAY property. Finally, a new confidential prospect would add traffic from 2,000 additional employees. What type of industry is proposed in this development? Manufacturing with supporting administrative and technical personnel.

Relieve Existing Traffic Congestion:

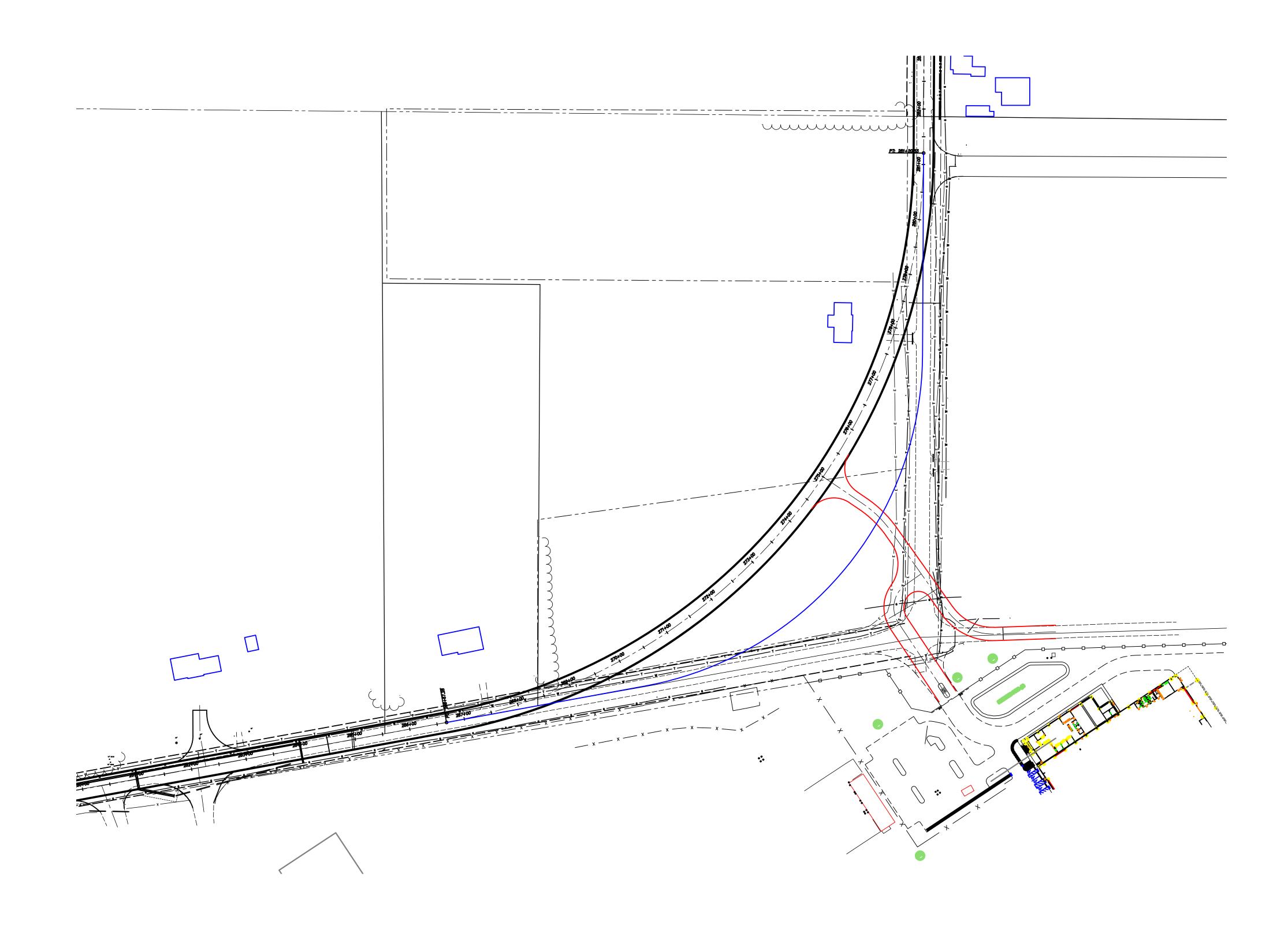
What is the level of service?	Level C
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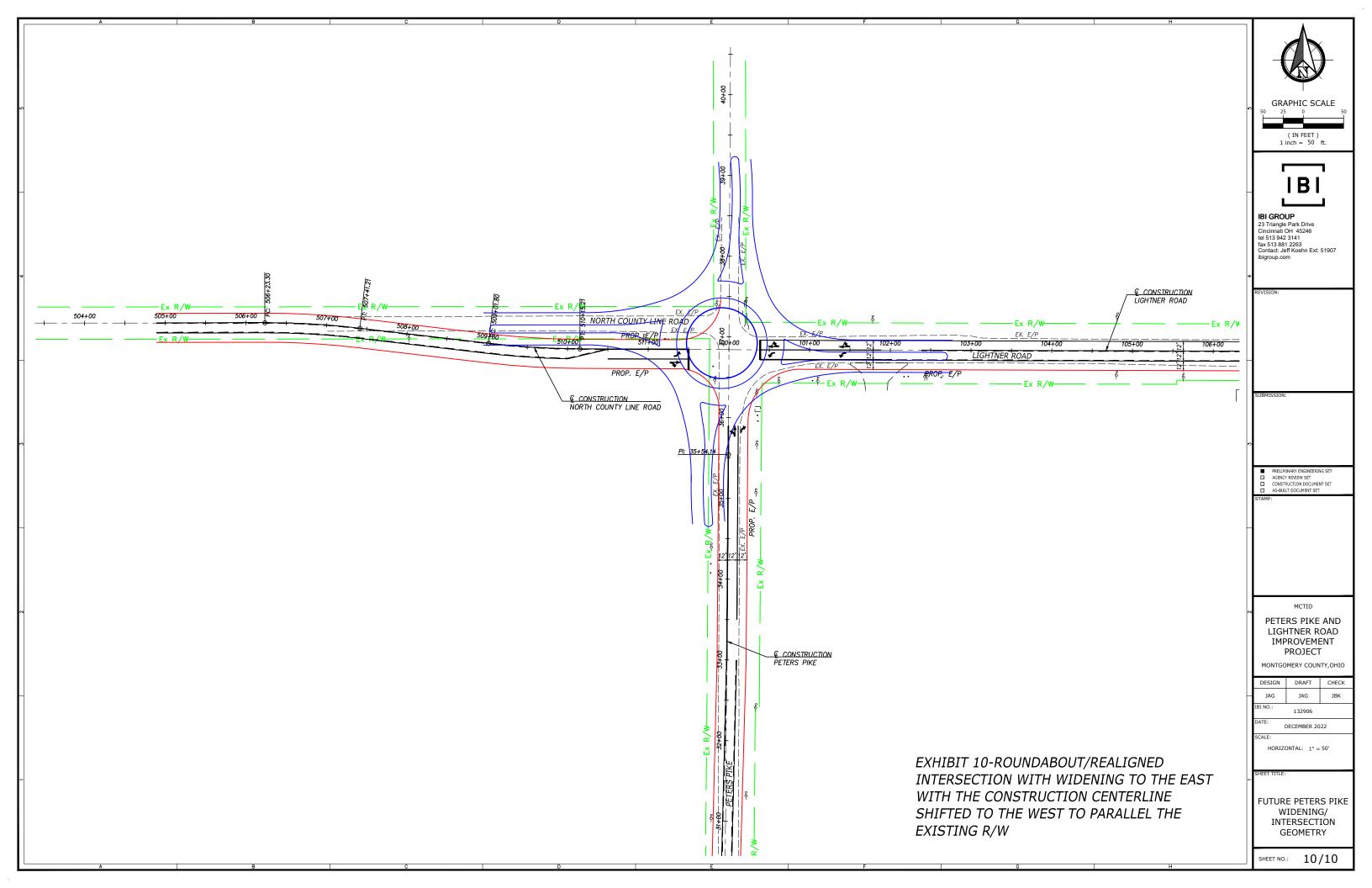
Other Factors

What other factors exist that make this project more important than other like projects? The development in just 10 years of over 10,000,000 SF of new distribution & manufacturing facilities near the I-70/I-75 Interchange is unprecedented in recent Montgomery County history. Years of talk about the potential for economic development near the "Crossroads of America" is now a promise being fulfilled. Major roadway improvements have already been made in the area but completing a ring road around the Dayton International Airport to connect existing businesses and significant new prospects directly to I-70 and I-75 will be essential to manage the increase in truck and employee traffic.





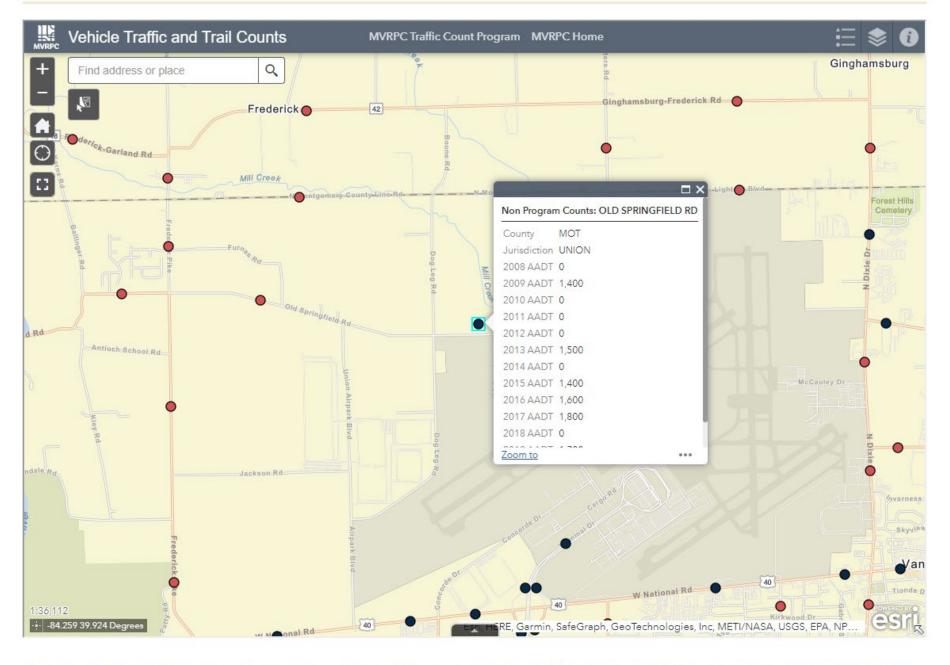




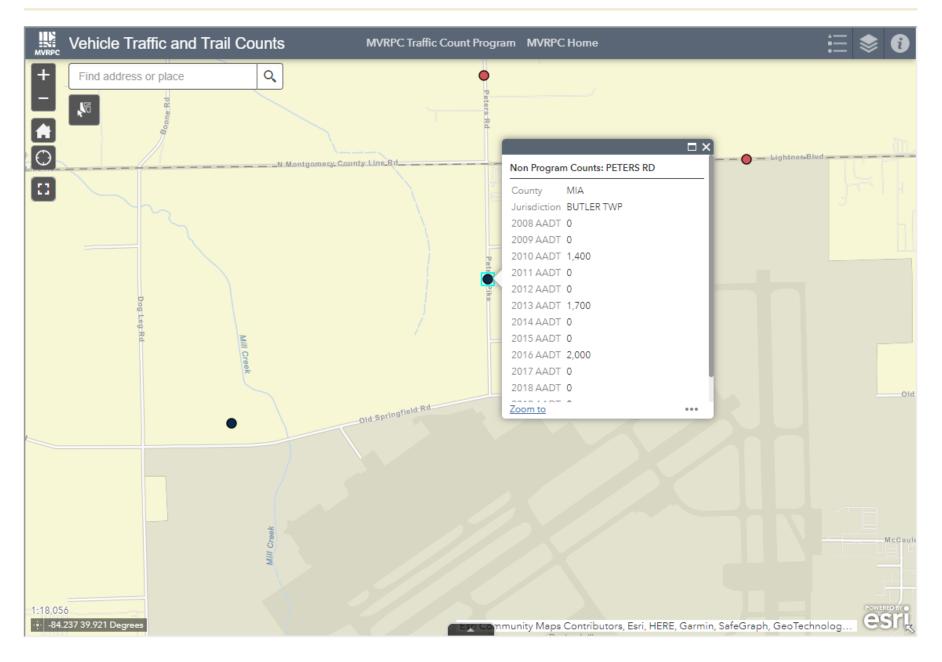








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