

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

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

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

LPA: CITY OF ZANESVILLE	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Jay D. Bennett Title Public Service Director	Jack Marchbanks, Ph.D. Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS	\$43,000.00	20	LNTP	\$172,000.00	80	4TA7/ZA05				\$215,000.00
INSPECTION	\$1,720.00	20	LNTP	\$6,880.00	80	4TA7/ZA05				\$8,600.00
TOTALS	\$44,720.00			\$178,880.00						\$223,600.00

Attachment 2

DIRECT PAYMENT OF CONTRACTOR

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

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

We _____ (*INSERT NAME OF LPA*) _____ request that all payments for the Federal/State share of the construction costs of this Agreement performed by _____ (*CONTRACTOR'S NAME*) _____ be paid directly to _____ (*CONTRACTOR'S NAME*) _____.

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

LPA Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	

Ann Gildow,
Ways and Means Chair

ORDINANCE NO. 19-32 Amended
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO
DISPOSE OF SURPLUS PROPERTY

WHEREAS, ordinance #14-71 established a policy for the disposal of property the City deems to be surplus; and

WHEREAS, resolution #19-01 authorizes the City to dispose of surplus property by way of internet auction; and

WHEREAS, the Public Service and Public Safety Departments have identified items no longer needed for the usual daily operations of the City; and

WHEREAS, some items are deemed to be of value in excess of \$1,000.00, therefore requiring Council's approval for disposal.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, Ohio, that:

SECTION ONE: The proper City Official is hereby authorized to dispose of the surplus property listed on Exhibit A attached hereto.

SECTION TWO: This ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2019


Sue Culbertson
Clerk of Council

Daniel M. Vincent
President of Council

APPROVED: _____, 2019

This legislation approved as to form:

Jeff Tilton, Mayor



Law Director's Office

CITY OF ZANESVILLE SURPLUS PROPERTY

April, 2019

Public Service Surplus Items:

Parks:

1. Model 820 SCB Mobile Restroom American Engineering
2. Boat Dock – 48' x 9'
3. Cat Walk – 38' 4" x 6'

Streets:

1. 1999 GMC 3500 dump truck – 1GDKC34F9XF035557
2. 1995 GMC 3500 HD Flatbed with Bucket – 1GDKC34F7S1517966
3. 2001 Ford F-150 4x4 – 1FTRF18W51NB24032
4. 1994 GMC 3500 HD dump truck – 1GDKC34F1RJ524812

Sanitation:

1. 1985 GMC Roll Off – 1GDV9F4J3FV61863.

Public Service Committee
Andrew Roberts, Chair

**ORDINANCE NO. 19 - 33
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL
TO ENTER INTO A FEDERAL LOCAL LET PROJECT
AGREEMENT WITH ODOT FOR THE SOUTH STREET
IMPROVEMENT PROJECT.**

WHEREAS, Ordinance No. 17-37 authorized the administration to apply for ODOT Transportation Alternative Program (TAP) funds for the South Street Improvements Project; and

WHEREAS, the administration has received notification from ODOT that TAP funds have been awarded for the project; and

WHEREAS, ODOT will provide 95% of the total project cost upon approval of this LPA agreement by City Council, per "Attachment A".

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, State of Ohio, that:

SECTION ONE: The Public Service Director is hereby authorized to enter into a federal local let project agreement with ODOT for the transportation improvements along South Street from Third Street to Sixth Street.

SECTION TWO: The estimated cost of the project is \$447,700.00 with 95% provided as federal grant through ODOT using TAP fund allocations.

SECTION THREE: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2019

ATTEST: _____
Susan Culbertson
Clerk of Council

Daniel M. Vincent
President of Council

APPROVED: _____, 2019

**THIS LEGISLATION APPROVED
AS TO FORM**

Jeff Tilton, Mayor



Law Director's Office

CFDA 20.205**LPA FEDERAL LOCAL-LET PROJECT AGREEMENT**

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Zanesville, 401 Market Street, Zanesville, Ohio, 43701 hereinafter referred to as the LPA.

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The project will provide surface transportation improvements along the north side of South Street from Third Street to Sixth Street (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$447,700.00 as set forth in Attachment 1. ODOT shall provide to the LPA Ninety-five percent (95%) of the eligible costs, up to a maximum of \$425,315.00 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be