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**SPRINGFIELD TOWNSHIP  
BOARD OF TRUSTEES  
JULY 30, 2025  
MINUTES**

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The Springfield Township Board of Trustees held a Special public meeting on Wednesday July 30, 2025, at 8:00 a.m. at the Springfield Township Town Hall, 2459 Canfield Road, Akron, Ohio 44312.

The meeting was called to order by Joe DiLauro.

ROLL CALL: By LeeAnne Jascoe, Administrative Assistant

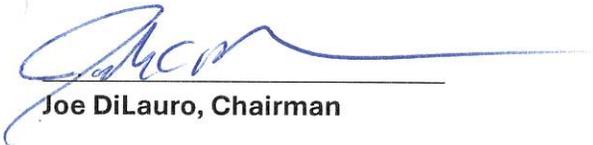
Mrs. Chapman (here); Mr. DiLauro (here); Mr. Caudill (absent); Mr. Spickard (absent).

**ADM 177-25:**        **Joe DiLauro:** I move to approve the attached Capital Improvement Community Park/Conservation Project, Pass-Through Grant Agreement with the Ohio Department of Natural Resources for the construction of the Springfield Lake Retention Ponds located in Sawyerwood.

**Seconded by: Kellie Chapman    Roll Call: Mrs. Chapman (yes), Mr. DiLauro (yes).**

**ADM 178-25:**        **Joe DiLauro:** I move to adjourn.

**Seconded by: Kellie Chapman    Roll Call: Mrs. Chapman (yes), Mr. DiLauro (yes).**

  
\_\_\_\_\_  
Joe DiLauro, Chairman

  
\_\_\_\_\_  
Kellie Chapman, Vice Chairman

ABSENT  
\_\_\_\_\_  
Jeremy Caudill, Trustee

ABSENT  
\_\_\_\_\_  
Michael Spickard, Fiscal Officer

Minutes prepared by  
LeeAnne Jascoe  
07302025botmin

**Capital Improvement Community Park, Recreation/Conservation Project  
Pass-Through Grant Agreement  
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass-Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code ("R.C.") and House Bill No. 2, 135th General Assembly of the State of Ohio and the Springfield Township, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals, and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand-delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

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| <b>ODNR Contact:</b><br><br>Teresa Goodridge<br>Program Manager<br>Ohio Department of Natural Resources<br>Office of Real Estate & Land Management<br>2045 Morse Road, Building E-2<br>Columbus, Ohio 43229<br><a href="mailto:Teresa.Goodridge@dnr.ohio.gov">Teresa.Goodridge@dnr.ohio.gov</a> | <b>Grantee Contact:</b><br><br>Ted Weinshiemer<br>Road Superintendent/ Administrative Assist to BOT<br>Springfield Township<br>2459 Canfield Road<br>Akron, OH 44312<br><a href="mailto:Tedw@springfieldtownship.us">Tedw@springfieldtownship.us</a> |
|---|--|

Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgment of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

**WHEREAS**, pursuant to House Bill No. 2, the 135th General Assembly of the State of Ohio has appropriated funds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described as 'Springfield Lake Retention Pond', (hereinafter referred to as the "Project"). Furthermore, \$5,000.00 of the total Project appropriations will be used by ODNR for the administration of the Project. The Project reference number is **SUMM-037C**; and

**WHEREAS**, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under R.C. § 154.22(F), as the fund from which these monies will be disbursed; and

**WHEREAS**, pursuant to R.C. Chap. 154 and Article VIII, Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the "Treasurer") for the purpose of paying the "costs of capital facilities" including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping, and furnishing capital facilities for parks and recreation, all as defined and described in R.C. § 154.01(K). A portion of those Bonds proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations, and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

**NOW THEREFORE**, for the purposes of providing the funds to Grantee pursuant to House Bill No. 2 of the 135th General Assembly, the parties hereto covenant and agree as follows:

- 1. Funding Amount.** ODNR agrees to provide the Grantee Two Hundred Forty-Five Thousand Dollars (\$245,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Five Thousand Dollars (\$5,000.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative costs. In no event shall ODNR's payment to Grantee exceed Two Hundred Forty-Five Thousand Dollars (\$245,000.00). Funds for this Project have been released by the Controlling Board as of \_\_\_\_\_ and encumbered by Contract Encumbrance Record Number \_\_\_\_\_ and are so certified by the Director of Budget and Management on \_\_\_\_\_. Obligations of the State are subject to the provisions of R.C. § 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
- 2. Project Description.** The Grantee shall use the grant funds for 'Springfield Lake Retention Pond', a project to construct three bioretention facilities in the Sawyerwood Neighborhood of Springfield Township, OH, all as more fully described in Exhibit A attached hereto.
- 3. Effective and Termination Dates.** This Agreement shall commence on the date that it is signed by ODNR (the "Effective Date") and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of the payment of the final Project reimbursement (or Project acquisition if the Project is solely for the acquisition of real property) ("Project Closeout"); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). Grantee shall complete the Project on or before June 30th, 2026.
- 4. No Restrictions of Record.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record or otherwise with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described in the Boundary Map attached hereto as Exhibit B, to be acquired or on which the Project will be located and developed as a public parks and recreation or conservation facility (the "Property") except for those restrictions permitted below. Grantee represents that it is, or will be, the fee simple owner, or has a lease, or other interest, such as an easement, with a term longer than the Term hereof, on the Property and that the only restrictions of record, or otherwise, with respect to the Property are: (a) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property, (b) dedicated public rights-of-way identified on Exhibit B, Boundary

Map, and (c) the encumbrances, items, and other interests identified in Exhibit C, Title Encumbrances. Grantee hereby represents and warrants that there are not now, and it shall not cause there to be, any restrictions with respect to the Project or Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the Property as a public park, recreation facility, or conservation facility.

5. **Construction Services.** Grantee represents that it will contract for all construction services for the Project and will provide for construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline. Grantee shall comply with all applicable federal and state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions may not be acceptable.
6. **Operation, Maintenance, and Upkeep.** Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term.
7. **Conveyance of Interest in Project to ODNR.** As security for the performance of Grantee's obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by Grantee. This interest shall remain in effect during the Term of this Agreement. Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that, so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use of the Property. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.
8. **Prohibition Against Disposition.** Grantee shall not dispose of all or any part of the Project or Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission  
30 East Broad Street, 34th Floor  
Columbus, Ohio 43215  
Attn: Assistant Secretary

9. **Joint or Cooperative Use Agreement.** If the Property is owned by a separate nonprofit organization and made available to a state agency for its use or benefit, the nonprofit organization must either own, or have a long-term lease (for at least so long as the latest Bond issuance funding or refinancing of the Project have not been paid in full) of, the Property, and enter into a joint or cooperative use agreement, with and approved by the state agency that meets the requirements of H.B. 2, 135th General Assembly.
10. **Liability; Waiver of Liability.** Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement or the Project. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall either party be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer, or any department, agency, or official of the State in the case of claim or suit arising from the Project including the acquisition of the Property or any future condition, construction, operation, maintenance, or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.
11. **Insurance.**
- a. Adequate Insurance. Unless otherwise agreed to by ODNR in writing, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including casualty insurance, and if applicable, professional liability insurance, and builder's risk insurance, to insure Grantee, and ODNR, OPFC, the Treasurer, and the State, as additional insureds, in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury, and employer's liability exposures of Grantee. Unless otherwise agreed to by ODNR in writing, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.
- b. Self-Insurance. Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer, and the State as additional insureds and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under R.C. §§ 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements set forth herein.
12. **Bonded and Insured Employees and Agents.** Prior to any advance (but not reimbursement) payments by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing advanced funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer

shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

13. **Public Funds Compliance.** Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with R.C. Chap. 135.
14. **Reports and Records.** Grantee shall keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR, and OPFC for a period of not less than eighteen (18) years after the date of the Project Closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, disbursement details (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during, and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be borne exclusively by, and paid solely by, Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time.
15. **Restrictions on Expenditures.** Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with the same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.
16. **Determination of Ineligibility.** If it is determined by any audit by the Auditor of State or any department, agency, or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.
17. **Equal Opportunity Compliance.** If Grantee is a political subdivision, Grantee shall comply with the requirements of R.C. § 125.111 for all contracts for purchases under the Project.
18. **Real Property Acquisition.** All appropriations of real property for the Project by Grantee shall be made pursuant to R.C. §§ 163.01 to 163.22, except as otherwise provided in R.C. Chap. 163.
19. **Prevailing Wage.** Except as provided in R.C. § 4115.04, monies appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in R.C. § 4115.03, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in R.C. § 4115.04. Nothing in this section affects the wages and salaries established for state employees under R.C. Chap. 124, or collective bargaining agreements entered into by the State under R.C. Chap. 4117, while engaged on force account work, nor does this section interfere with the use of inmate and patient labor by the State.

20. **Project Nondiscrimination.** Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap, or disability on the same terms and conditions.
21. **Employment Nondiscrimination.** Pursuant to R.C. Chap. 4112, Grantee agrees that Grantee and any person acting on behalf of Grantee or a contractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform services relating to the Project. Grantee further agrees that Grantee and any person acting on behalf of Grantee or a contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of services relating to the Project on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry. If required by R.C. § 125.111(B) and O.A.C § 123: 2-3-02, Grantee shall have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division demonstrating compliance with affirmative action program requirements.
22. **ODNR Right to Terminate.**
- a. **Breach; Notice.** ODNR reserves the right to terminate this Agreement upon written notice to Grantee and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein. Failure to comply with any provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x), the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds, over (y), the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").
- b. **Opportunity to Cure.** ODNR, in its sole discretion, may permit Grantee to cure a breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not waive any of its rights and remedies provided to ODNR in this Agreement or as may be permitted by law.
23. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State  
30 East Broad Street, 9th Floor  
Columbus, Ohio 43215

Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

**24. Legal, Federal Tax, and Other Compliance.**

- a. Reports of Expenditures. Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the legislation containing the appropriation, and R.C. Chap. 154 and all other laws that apply to the expenditure of monies by Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.
- b. Compliance with Employment Laws. Grantee agrees to comply with all applicable federal, state, and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act, and Ohio unemployment compensation law.
- c. Compliance with Law; Preservation of Tax-Exempt Status of Bonds. Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

**25. Relationship of Parties.**

- a. Expenses. Grantee shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any, unless payment for any such item is specifically provided for herein or in the purchase order.

- b. **No Control Over Means and Methods.** While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.
  - c. **Right to Bind.** Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
  - d. **No Agency.** Neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.
26. **No Finding for Recovery.** Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
27. **Qualification to Receive Grant.** Grantee affirms that it is a duly authorized federal government agency, municipal corporation, county, or other governmental agency or nonprofit organization, qualified to receive grants under R.C. § 154.22(F). Grantee further affirms that if at any time during the Term of this Agreement, Grantee for any reason becomes disqualified from receiving grants under R.C. § 154.22(F), Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law.
28. **Campaign Contributions.** Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13.
29. **Ethics Certification.** Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in R.C. Chap. 102 and in R.C. §§ 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
30. **Certification of Funds / Non-Appropriation.** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § 126.07, have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio,

or in the event that grant funds are used, until such time that ODNR gives Contractor written notice that such funds have been made available to ODNR by ODNR's funding source.

**31. Time Is of The Essence.** Time is of the essence in this Agreement.

**32. Miscellaneous.**

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. Conflict with Exhibits. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- f. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- g. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- h. Execution. This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

**IN TESTIMONY WHEREOF**, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

SPRINGFIELD TOWNSHIP

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: Kellie J. Chapman

By: \_\_\_\_\_

Printed Name: Kellie J. Chapman

Printed Name: \_\_\_\_\_

Title: Vice Chair Springfield Twp Trustee

Title: \_\_\_\_\_

Date: 4-30-25

Date: \_\_\_\_\_

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **SUMM-037C**

I, **Robert Konstand**, acting as attorney for the  
Name and Title of Attorney  
Springfield Township, Summit County, Ohio ("Grantee"), and for the reliance of the  
Name of Grantee

Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park, Recreation, or Conservation Project Pass-Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof,   has been authorized by the governing body of Grantee or has otherwise been authorized by Grantee's charter. (Resolution or Ordinance No. 177-25, dated July 30, 2025).

\*If "has not" is checked above, please indicate the reason: NA \_\_\_\_\_

**Attorney for Grantee:**



Attorney Signature

Robert Konstand

0025516

Attorney Registration No.

07.30.2025

Date Signed

Attorney Address: 2166 Charles Ln  
Akron, OH 44333

**EXHIBIT C  
TITLE ENCUMBRANCES**

**Encumbrances DO NOT Exist:**

I hereby certify, as an authorized representative of Springfield Township ("Grantee"), that there are currently **NO** encumbrances, liens, easements, or restrictions against the Property defined in this Agreement.



\_\_\_\_\_  
Signature of Authorized Representative

Township Legal Counsel  
Title

Robert Konstand  
Printed Name

July 30, 2025  
Date

**Encumbrances DO NOT Exist:**

I hereby certify, as an authorized representative of Springfield Township ("Grantee"), that the attached Right of Entry Agreement between the Ohio Department of Transportation as Grantor and the Springfield Township Board of Trustees for a term of 15 years, commencing on July 10, 2025 is NOT encumbered.

*Example: Easement by and between [Name of Grantee] and \_\_\_\_\_ dated \_\_\_\_\_ and recorded at Official Record # \_\_\_\_\_ (Vol. # \_\_\_\_\_ of Page # \_\_\_\_\_) of [Name of County] County, Ohio.*

|   |      |
|---|------|
| 1 | None |
| 2 |      |
| 3 |      |
| 4 |      |
| 5 |      |



\_\_\_\_\_  
Signature of Authorized Representative

Township Legal Counsel  
Title

Robert Konstand  
Printed Name

July 30, 2025  
Date

# EXHIBITA

## PROJECT INFORMATION PACKAGE

Forms and requested materials (maps, etc.) on pages 3-14 comprise the 'Project Information Package. Please complete all forms on pages 3-14 and send with all other requested materials on pages 3-14 (only) to the address or email below. This is the first step in the Project coordination process.

Teresa Goodridge  
ODNR  
Office of Real Estate  
2045 Morse Road, E2  
Columbus, Ohio 43229-6693  
[Teresa.Goodridge@dnr.ohio.gov](mailto:Teresa.Goodridge@dnr.ohio.gov)  
614-265-6396



### BASIC INFORMATION

Awarded Project Sponsor: Springfield Township Summit County

Project Sponsor's Address: 2459 Canfield Road  
Street Address 1  
Akron, Ohio 44312  
Street Address 2  
City, State ZIP

Tax Identification Number: 34-6002710

Contact Person: Ted Weinshiemer Road Superintendent/Administrative Asslst.to BOT  
Name Title

Email Address: tedw@springfieldtownship.us

Phone Number: 330-734-4118

### Brief Description of Project:

Project includes the construction of three bioretention cells (~5,000 sq. ft.), the replacement of three existing catch basins, installation of 170 LF of 4" underdrain and 120 LF of 8" underdrain, and earthwork.



**RIGHT OF ENTRY  
SPRINGFIELD TOWNSHIP  
SUMMIT COUNTY**

**SUM -SR 224**

This Right of Entry is executed by and between The State of Ohio, Department of Transportation (hereinafter referred to as "Grantor" or the "ODOT") and The Springfield Township Board of Trustees, (hereinafter referred to as "Grantee" or the "STBOT"). Grantor or ODOT, and Grantee or STBOT, may be referred throughout this Right of Entry singularly as "Party" and collectively as "Parties."

1. **Purpose.** Grantor owns multiple parcels presently situated in Fee Simple in Summit County, Ohio, being the following lands acquired by Grantor:

| <u>PRIOR OWNER</u>   | <u>ODOT PARCEL NO.</u> | <u>RECORDING INFORMATION</u>   |
|--|------------------------|--|
| Mark Lee Martin,<br>Divorced not remarried;<br>Park Len Martin,<br>Divorced not remarried;<br>Renee Sue Martin, Single | 42-WD                  | Summit County Recorder Official<br>Records Volume <u>612</u> , Page <u>395</u> |
| Tommy T. Fisher and<br>Evelyn Fisher, Husband<br>and Wife  | 58-WD                  | Summit County Recorder Official<br>Records Volume <u>551</u> , Page <u>150</u> |
| Robert Thompson,<br>married  | 59A-WD                 | Summit County Recorder Official<br>Records Volume <u>551</u> , Page <u>144</u> |

hereinafter known as the "Property". This Right of Entry is executed and intended by the Parties to allow Grantee to enter upon, occupy and have exclusive use and control of that portion of the Property owned by Grantor and more particularly described in that certain "Exhibit A", attached to and incorporated by reference to this Right of Entry, so that Grantee may perform the necessary obligations set forth in the Sawyerwood Bioretention Improvements Project (hereinafter the "Project").

Grantor intends to convey to Grantee the Fee Simple interest in the Property. This Right of Entry is intended by the Parties to allow Grantee complete and unfettered access to the Property, to complete the Project objectives, while the Parties negotiate the consummation and closing of a conveyance instrument transferring title of the Property in Fee Simple to Grantee.

2. **Grant.** Subject to the acceptance of the terms and conditions set forth below, Grantor does hereby grant and convey to Grantee a right of entry easement interest upon, over, and through the Property, for the purpose of performing the necessary obligations set forth in the Project subject to, and as further described by, the terms and conditions to this Right of Entry, set forth below.
3. **Acceptance; Terms & Conditions.** Grantee, by the signing and acceptance of this Right of Entry, and in consideration of the mutual promises, agreements and covenants herein contained, agrees to the following terms and conditions:
  - a. **Immediate Entry Upon Property.** Upon execution of this Right of Entry by the Parties, Grantee, its employees, agents, consulting engineers, contractors, subcontractors, and any other individuals working exclusively within the scope of Grantee's authority, shall have the right to enter upon and occupy said real property to fulfill the objectives of the Project.
  - b. **Term & Termination.** Grantor conveys this Right of Entry interest for a term of **fifteen (15) years** to commence immediately upon the signature date by Grantor, *unless and until* the Parties agree to a consummation and closing, and a conveyance by Grantor, of the entire Fee Simple interest in, and title to, the Property, in which event this Right of Entry shall immediately expire by its own terms, and shall merge by operation of law into the Fee Simple estate of the Property, which shall be vested with

Grantee. The material breach of the terms and conditions of the grant of this Right of Entry shall be grounds for immediate termination of this Right of Entry by Grantor.

- c. **Right to Convey.** Grantor affirms that Grantor is the true and lawful owner of the Fee Simple estate of the real property described in Exhibit A and Grantor has the right and full power to convey to Grantee a right of entry upon the Property.
- d. **Maintenance.** Grantee agrees to maintain the Property in a reasonable and workmanlike manner. Grantee agrees not to store and hazardous or unsafe materials upon the Property.
- e. **Reservation.** Grantor specifically reserves from this Right of Entry the right by an authorized officer, engineer, employee, contractor, or agent of ODOT for the purpose of inspecting the Property, or the doing of any and all acts necessary or proper on said Property in connection with the protection, maintenance, reconstruction, and operation of the Property. Grantor reserves the further right, at its discretion, to immediate entry upon the Property and to take immediate possession of the same in case of any national or other emergency, or for the purpose of preventing sabotage and for the protection of State property.
- f. **Compliance with Applicable Laws.** Grantee agrees to comply with all applicable state and federal laws and regulations, including those regarding retention of a drug-free workplace. Grantee will make a good faith effort to ensure that all of its employees, while working on the Property, will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- g. **Binding upon Successors-in-Interest.** Any of the terms, conditions and provisions of this Right of Entry shall be binding upon and shall inure to the benefit of Grantor and their respective heirs, executors, administrators, successors and assigns.
- h. **Counterparts.** This Right of Entry may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

- i. ***Entire Agreement.*** This Right of Entry contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon Grantor or Grantee.
- j. ***Amendment.*** No amendment or modification of this Right of Entry shall be valid or binding upon the Parties unless it is made in a subsequent written instrument which makes reference to this Right of Entry and is signed by both Parties.
- k. ***Signature Authority.*** Any individual or entity executing this Right of Entry on behalf of either Party in a representative capacity hereby warrants that they have been duly authorized by their principal to execute this Right of Entry on such principal's behalf.

*[remainder of page left intentionally blank; acknowledgement pages follow]*

**GRANTOR:**

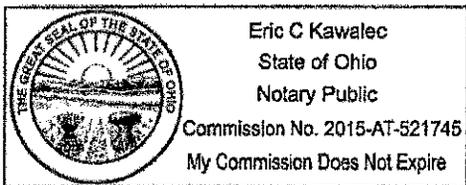
STATE OF OHIO  
DEPARTMENT OF TRANSPORTATION

*Pamela Boratyn / PRC*

PAMELA BORATYN  
BY: PAUL RUSSELL  
CHIEF LEGAL COUNSEL

STATE OF OHIO  
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 10th day of July, 2025, by Paul Russell, Chief Legal Counsel, on behalf of Pamela Boratyn, the Director of Transportation and the State of Ohio, Department of Transportation.



*Eric C. Kawalec*

Notary Public, State of Ohio  
My commission does not expire

**GRANTEE:**

THE BOARD OF TRUSTEES OF SPRINGFIELD  
TOWNSHIP, SUMMIT COUNTY OHIO

By: *Kellie Chapman*  
Name: Kellie Chapman  
Its: Vice chair - Board of Trustees

STATE OF Ohio  
COUNTY OF Summit

The foregoing instrument was acknowledged before me on this 10<sup>th</sup> day of July, 2025, by Kellie Chapman, the Vice chair of The Board of Trustees for Springfield Township, Summit County, Ohio.



LEEANNE JASCOE  
Notary Public, State of Ohio  
My Commission Expires:  
August 18, 2029

*Leeanne Jascoe*  
Notary Public  
My commission expires August 18, 2029

## **EXHIBIT A**

Being the general bounds of the area, as further depicted below, and as further described in the ODOT Right of Way Centerline Survey Plat, being certified and accepted by the Summit County Auditor on March 9, 1990, and located in Plat Cabinet F, Slide Number 89 of the Summit County Engineer, and being further described as follows:

In the County of Summit, Township of Springfield, State of Ohio, and in Township 1N, Range 10W, and known as being a part of Lot 4, Tract 6 of Summit County and being part of Lot 49 in Sawyer's Second Springfield Lake Allotment as recorded in Plat Book 9, Page 25 of the records of Summit County, and generally bounded and described as follows:

Being the full width of the local road commonly known as "Kubler Trail" also known as Service Road, being approximately twenty-four feet (24') by four hundred twenty feet (420'); and commencing sixty feet (60') North of Kubler Trail between the West side of Seneca Trail to the East side of Utica Avenue for a width of one hundred forty feet (140') South of Summit County Auditor Permanent Parcels Nos. 51-00317 and 51-00318; thence forty feet (40') North of Kubler Trail between the East side of Utica Avenue to the West side of Oneida Trail for a width of one hundred feet (100') South of Summit County Auditor Permanent Parcel No. 51-06454; thence sixty feet (60') North of Kubler Trail between the West side of Oneida Trail to the East side of Onondaga Trail for a width of one hundred forty feet (140') South of Summit County Auditor Permanent Parcels Nos. 51-05773 and 51-05695; thence fifteen feet (15') North of Kubler Trail between the East side of Onondaga Trail Eastward for forty feet (40') South of Summit County Auditor Permanent Parcel No. 51-09139.

