

CITY COMMISSION AGENDA

October 11, 2016

The Honorable City Commission
The City of Springfield, Ohio

The City Commission will meet in the City Commission Forum at 7:00 p.m. on Tuesday, October 11, 2016.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

SECOND READINGS – ORDINANCES

The City Manager recommends passage of the following legislation, presented for a second time:

213-16 Amending the Zoning Map of Springfield, Ohio by rezoning 0.43 acres at 716, 718 and 726 Court Street, Springfield, Ohio from RS-8, Medium-Density, Single-Family Residence District, to CN-2, Neighborhood Commercial District.

194-16 Accepting the application for annexation of certain territory containing 99.59 acres, more or less, in Springfield Township and commonly known as the Springfield-Jamestown Road Annexation Area to The City of Springfield, Ohio.

214-16 Amending the Zoning Map of Springfield, Ohio by rezoning 28.8 acres located at 2630 Springfield-Jamestown Road, Springfield, Ohio from Springfield Township B-3, General Business District and A, Agriculture District to CC-2A, Shopping Center District.

215-16 Amending the Zoning Map of Springfield, Ohio by rezoning 10.2 acres located at 2531 Springfield-Jamestown Road, Springfield, Ohio from Springfield Township B-3, General Business District and R-1, Single-Family Residential District to CC-2, Community Commercial District.

037-16 Confirming purchases and the obtaining of services for the City and providing for payments therefor.

232-16 To amend Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, by the amendment of Section 959.16 thereof relating to fuel flowage fees at the Springfield-Beckley Municipal Airport; and repealing existing Section 959.16.

361-06 Authorizing the City Manager to enter into an Expansion Amendment to the Lease and Specialty Fixed Base Operator Agreement with S Jet, LLC, to provide for the construction of a new hangar, expansion of a hangar apron and optional installation of fuel tanks at the Springfield-Beckley Municipal Airport.

EMERGENCY ORDINANCES

The following emergency legislation is being presented for the first time. The City Manager recommends passage upon approval:

238-16 Providing for the issuance and sale of Notes in the maximum principal amount of \$438,000, in anticipation of the issuance of Bonds, for the purpose of paying the costs, in cooperation with the National Trail Parks and Recreation District, of constructing, furnishing and equipping a recreational facility and providing for all related site improvements, together with all necessary appurtenances thereto.

239-16 Authorizing the City Manager to enter into a Grant Contract with the State of Ohio, Department of Transportation to accept funds in the amount of \$16,341.00 from the Ohio Elderly and Disabled Transit Fare Assistance Program; authorizing the City Manager and Director of Finance to perform all acts and execute all documents considered necessary to fulfill the City's obligations under said contract, to comply with all relevant local, state and federal legal requirements, and to provide assurances and additional information as required by the Ohio Department of Transportation.

240-16 Authorizing the purchase of parts and labor from Allied Technical Service Inc., necessary to make emergency repairs to High Service Pump No. 1 at the Springfield Water Treatment Plant for an amount not to exceed \$56,437.50.

016-16 Confirming and approving Change Order No. 7 to the contract between the City and J & J Schlaegel, Inc. for the CLA-Little Miami Trail Extension Project, PID No. 82314 to increase the contract amount by \$9,309.39, for a total contract amount not to exceed \$948,144.08; authorizing the City Manager to execute said Change Order No. 7.

208-16 Confirming and approving Change Order No. 1 to the contract between the City and J & J Schlaegel, Inc. for the CSO Backwater Valve Project to increase the contract amount by \$38,845.16, for a total contract amount not to exceed \$186,207.66; authorizing the City Manager to execute said Change Order No. 1.

004-13 Confirming and approving Change Order No. 1 to the contract between the City and R. B. Jergens Contractors, Inc. for the CLA - Lowry Bridge Project, PID No. 96375 to increase the contract amount by \$20,979.71, for a total contract amount not to exceed \$555,881.86; authorizing the City Manager to execute said Change Order No. 1.

142-16 Confirming and approving Change Order No. 2 to the contract between the City and Inland Waters Pollution Control, Inc. for the 2016 Miscellaneous Sanitary Sewer Lining Project to extend the project completion date to December 2, 2016; authorizing the City Manager to execute said Change Order No. 2.

219-16 Authorizing the City Manager to enter into LPA Agreement No. 27881 - Amendment No. 1 between the City and the Ohio Department of Transportation in connection with the CLA 40-16.82, PID No. 103791, also known as the traffic signal at Bird Road and Route 40, to reallocate project funding.

EMERGENCY RESOLUTION

The following emergency legislation is being presented for the first time. The City Manager recommends passage upon approval:

061-16 Ordering the construction or reconstruction of curbs, gutters and sidewalks at Section No. 3 of Selected Locations of the 2016 Sidewalk, Curb, and Gutter Program, as enumerated in Resolution No. 5941.

NEW ITEMS ON THE AGENDA

REMARKS FROM THE AUDIENCE

Respectfully submitted,


Jim Bodenmiller
City Manager

AN ORDINANCE NO. _____

Amending the Zoning Map of Springfield, Ohio by rezoning 0.43 acres at 716, 718 and 726 Court Street, Springfield, Ohio from RS-8, Medium-Density, Single-Family Residence District, to CN-2, Neighborhood Commercial District.

...oooOOOooo...

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the Zoning Map of Springfield, Ohio, referred to in Subsection 1173.02(a) of the Springfield Zoning Code, is hereby amended by rezoning 0.43 acres at 716, 718 and 726 Court Street, Springfield, Ohio, described as Parcel Nos. 3400600004204018, 3400600004204027 and 3400600004204027, from RS-8, Medium-Density, Single-Family Residence District, to CN-2, Neighborhood Commercial District.

Section 2. That the Clerk shall be directed to record the above amendment by filing this Ordinance together with schematic maps diagramming the effect of the amendment with the original master zoning map in the office of the Clerk, in the office of the Planning and Zoning Administrator, and in the fireproof vault provided for that purpose.

Section 3. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun

_____, 2016)

I do hereby certify that the foregoing Ordinance No. _____ was duly published in the Springfield News-Sun on _____, 2016.

CLERK OF THE CITY COMMISSION

AN ORDINANCE NO. _____

Accepting the application for annexation of certain territory containing 99.59 acres, more or less, in Springfield Township and commonly known as the Springfield-Jamestown Road Annexation Area to The City of Springfield, Ohio.

...oooOOOooo...

WHEREAS, a petition for the annexation of certain territory in Springfield Township was duly filed by Bryan Heck, agent for Frederick R. Lower, David V. Lower, Allen C. Armstrong, Twenty-Six Hundred, Ltd., and Nancy J. Davis; and

WHEREAS, on July 13, 2016, the Board of County Commissioners of Clark County, Ohio, approved the annexation of the territory to The City of Springfield, Ohio, as hereinafter described; and

WHEREAS, the Board of County Commissioners of Clark County, Ohio, certified the transcript of the proceedings in connection with the annexation with the map and petition required in connection therewith to the City Clerk who received the same on July 19, 2016; and

WHEREAS, sixty (60) days from the date of filing have now lapsed in accordance with the provisions of Ohio Revised Code Section 709.04; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio

Section 1. That the proposed annexation as applied for in the petition of Frederick R. Lower, David V. Lower, Allen C. Armstrong, Twenty-Six Hundred, Ltd., and Nancy J. Davis, and filed with the Board of County Commissioners of Clark County, Ohio, praying for annexation to The City of Springfield, Ohio, of certain territory adjacent thereto as hereinafter described, and which petition was approved for annexation to The City of Springfield, Ohio by the Board of County Commissioners on July 13, 2016, is hereby accepted. The territory is described in "Exhibit A" attached hereto and made a part hereof.

The certified transcript of the proceedings for annexation with an accurate map of the territory, together with the petition for its annexation, and other papers relating to the proceedings thereto of the County Commissioners are on file with the City Clerk and have been for more than sixty (60) days.

Section 2. That the City Clerk is hereby authorized and directed to make three (3) copies of this Ordinance to each of which shall be attached a copy of the map relating to the annexation proceeding, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto and a certificate as to the

correctness thereof. The City Clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder and one copy to the Secretary of State and shall file notice of this annexation with the Board of Elections within thirty (30) days after it becomes effective, and the Clerk shall do all of the things required by law.

Section 3. In accordance with Section 1175.01 of the City's Codified Ordinances, the zoning regulations in effect within the above-described annexation area on the date the annexation becomes effective shall be administered and enforced by the Director of Engineering or his authorized representative. Further, the provisions of Chapter 1127 "Flood Plain Overlay District" shall also become effective and enforceable within the above-described annexation territory on the date the annexation becomes effective.

Section 4. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

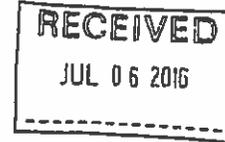
(Published: *Springfield News-Sun*

_____, 2016)

I do hereby certify that the foregoing Ordinance No. _____ was duly published in the *Springfield News-Sun* on _____, 2016.

CLERK OF THE CITY COMMISSION

APPROVED
Clark County Tax Map
L.I.S.
JUL 12 2016



Legal Description
 Survey Plat / Lotsplit
 Subdivision / Annexation

3051-Annexation
The City of Springfield, Ohio
99.59 Acres
Part of Sec-32 T-5 R-9 B.M.R.S.
June 15, 2016

SCHOLL
SURVEYING, LLC
1533 Moorefield Road
Springfield OH 45503
937.390.3629

Situate in the State of Ohio, County of Clark, Township of Springfield, and being part of Section 32, Town 5, Range 9, Between the Miami Rivers Survey and being described as follows:

Commence at the center of said Section 32, and being in the centerline of Springfield-Jamestown Road (State Route 72), the TRUE POINT OF BEGINNING HEREIN;

thence, with the north line of Tract VI and its easterly extension of Holly Hills recorded Book 9, Page 26 of the Plat Records of Clark County, Ohio, N 85°15'40" W, 470.01 feet;

thence, with the west line of said Holly Hills, S 04°00'25" W, 495.53 feet;

thence, with part of the south line of Tract I of said Holly Hills, S 85°19'15" E, 215.00 feet;

thence, with the east line of a 27.698 acre tract described in deed to Allen Charles Armstrong recorded Volume 773, Page 186 of the Deed Records of Clark County, Ohio, S 04°35'00" W, 352.50 feet;

thence, with the south line of a 0.67 acre tract described in deed to Catherine J. Leifheit recorded Book 2015, Page 2596 of the Official Records of Clark County, Ohio, S 85°19'15" E, 250.02 feet to a point in the centerline of said Springfield-Jamestown Road;

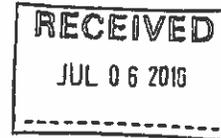
thence, with the centerline of said Springfield-Jamestown Road, N 04°35'00" E, 306.97 feet;

thence, with the south line of a 4.23 acre tract described in deed to Fred E. Borden IV recorded Volume 840, Page 214 of the Deed Records of Clark County, Ohio, S 85°53'00" E, 1100.06 feet;

thence, with part of the west line of a 4.25 acre tract described in deed to Michael E. Vince and Shirley L. Vince recorded Volume 813, Page 749 of the Official Records of Clark County, Ohio, S 04°35'00" W, 396.00 feet;

thence, with part of the north line of a 51.0 acre tract described in deed to Nancy J. Davis recorded Book 1956, Page 1482, Tract I and Tract II of the Official Records of Clark County, Ohio, S 85°53'00" E, 1581.52 feet;

thence, with the east line of said 51.0 acre tract, also being the section line, S 04°32'00" W, 828.63 feet;



thence, with the south line of said 51.0 acre tract, N 85°53'00" W, 2682.30 feet;

thence, with the centerline of said Springfield-Jamestown Road, N 04°35'00" E, 445.17 feet;

thence, with part of the north line of a 71.5 acre tract described in deed to Harold O. Stevenson, Trustee recorded Book 2035, Page 1676, Parcel II of the Official Records of Clark County, Ohio, N 85°12'50" W, 1178.91 feet;

thence, with the east line of a 46.19 acre tract described in deed to Harold O. Stevenson, Trustee recorded Book 2035, Page 1676, Parcel III of the Official Records of Clark County, Ohio, N 04°35'00" E, 1319.03 feet;

thence, with part of the north line of said 46.19 acre tract, N 85°15'40" W, 715.29 feet;

thence, with part of the east line of a 30.87 acre tract described in deed to Harold O. Stevenson, Trustee recorded Book 2035, Page 1676, Parcel V, Tract I and Tract II of the Official Records of Clark County, Ohio, N 04°59'39" E, 230.18 feet;

thence, with the south line of a 6.60 acre tract described in deed to David V. Lower and Mary J. Lower recorded Book 753, Page 213 of the Official Records of Clark County, Ohio, and with the south line of a 3.326 acre tract described in deed to R-Way Travel Plaza, Inc. recorded Book 1939, Page 1561, Parcel A, Tract II of the Official Records of Clark County, Ohio, S 85°15'40" E, 1562.55 feet;

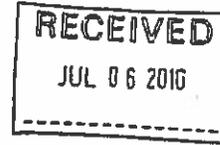
thence, with the east line of said 3.326 acre tract, N 04°35'00" E, 132.00 feet;

thence, with part of the south line of said 3.326 acre tract, and with part of the south line of a 0.776 acre tract described in deed to Certified Oil Company Southwest recorded Volume 736, Page 507 of the Deed Records of Clark County, Ohio, also being the existing Corporation Line for the City of Springfield, S 85°15'40" E, 110.00 feet;

thence, with the west line of a 0.78 acre tract described in deed to Certified Oil Company, Inc. recorded Book 2028, Page 1922 of the Official Records of Clark County, Ohio, S 01°43'30" E, 162.00 feet;

thence, with the south line of said 0.78 acre tract, S 85°15'10" E, 202.20 feet to a point in the centerline of said Springfield-Jamestown Road;

thence, with the centerline of said Springfield-Jamestown Road, S 04°35'00" W, 201.18 feet, to the point of beginning and containing 99.59 acres, subject however, to all rights-of-way, easements, and restrictions of record.



It is the intent of this description to define a boundary which contains the following areas of land to be incorporated into The City of Springfield

- Tax Parcel 300-07-00032-400-004 (10 acres)
- 300-07-00032-400-005 (51 acres)
- 300-07-00032-300-003 (27.7 acres)
- 300-07-00032-300-013 (0.67 acres)
- 300-07-00032-100-038 (10.22 acres)
- (Total of 99.59 Acres)

The above parcel numbers and acreages are as delineated on the tax maps of the Clark County Auditor as of the date of this description.

Basis of bearings is N 04°35'00" E, on the centerline of Springfield-Jamestown Road per Volume 1956, Page 1482 of the Official Records of Clark County, Ohio.

Prepared for the City of Springfield by Mark T. Scholl, P.S. No. 6599, June 15, 2016.



Mark T. Scholl
Mark T. Scholl, P.S. 6599

AN ORDINANCE NO. _____

Amending the Zoning Map of Springfield, Ohio by rezoning 28.8 acres located at 2630 Springfield-Jamestown Road, Springfield, Ohio from Springfield Township B-3, General Business District and A, Agriculture District to CC-2A, Shopping Center District.

...oooOOOooo...

WHEREAS, the proposed amendment to the City Zoning Map has been referred to the Clark County-Springfield Township-City of Springfield CEDA Regional Planning Commission (commonly called the Central CEDA Regional Planning Commission of Clark County), which has recommended adoption of the amendment; NOW THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the Zoning Map of Springfield, Ohio, referred to in Subsection 1173.02(a) of the Springfield Zoning Code, is hereby amended by rezoning 28.8 acres located at 2630 Springfield-Jamestown Road, Springfield, Ohio, being the westernmost portion of Parcel No. 300-07-00004-000-012, which is more fully described in the attached Exhibit A, from Springfield Township B-3, General Business District and A, Agriculture District to CC-2A, Shopping Center District. Said Zoning Map amendment becomes effective with the annexation of the Springfield-Jamestown Road Annexation Area.

Section 2. That the Clerk shall be directed to record the above amendment by filing this Ordinance together with schematic maps diagramming the effect of the amendment with the original master zoning map in the office of the Clerk, in the office of the Planning and Zoning Administrator, and in the fireproof vault provided for that purpose.

Section 3. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

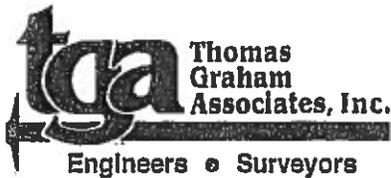
(Published: Springfield News-Sun

_____, 2016)

I do hereby certify that the foregoing Ordinance No. _____ was duly
published in the Springfield News-Sun on _____,
2016.

CLERK OF THE CITY COMMISSION

EXHIBIT A



803 Compton Road, Suite A
Cincinnati, Ohio 45231-3819
(513) 521-4760
Fax (513) 521-2439
bobtrenkamp@tgraham.com

July 12, 2016

Legal Description: Area to be Re-zoned to "CC-2A"

Being part of Lot No. 5 as designated on the plat, marked "Exhibit A" of the subdivision of the lands of Henry Gram, deceased, in Common Pleas Court of said county, in the case of James Smith, et al vs. Caroline Gram, et al., in partition, said plat being recorded in Vol. 42, page 19, Law Records of said county, said land being more particularly described as follows:

Being part of the southeast quarter of Section 32, Town 5, Range 9, of lands lying between the Great Miami River and the Virginia Military Reservation; commencing at a found stone at the southeast corner of said Section 32; thence departing the said S.E. corner along the east line of said Section 32, North 05 deg 13' 55" East, 907.63 feet; thence departing the said east line of Section 32, North 84 deg. 35' 41" West, 1185.28 feet to the point of beginning of the tract herein described; thence from said beginning point, North 84 deg 35' 41" West, 1505.78 feet to the centerline of Springfield-Jamestown Road (S.R. 72); thence along the centerline of said Springfield-Jamestown Road (S.R. 72), North 05 deg 20' 19" East, 834.00 feet; thence departing the said centerline, South 84 deg. 35' 41" East, 1506.75 feet; thence South 05 deg. 24' 19" West, 833.99 feet to the Point of Beginning.

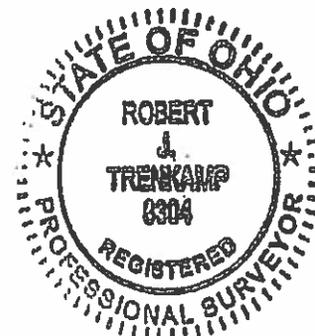
Contains 28.8 Acres and is subject to all easements and restrictions of record and the legal right-of-way of Springfield-Jamestown Road.

Basis of Bearing: Bearings based on Grid North, State Plane Coordinate System,
Ohio, South Zone, per ODOT/CORS 2011.

This description was prepared from existing records and is not the result of a field survey. This description is to be used for rezoning purposes only.

I hereby certify that this description of the property to be rezoned is a complete, proper, and legal description thereof.

Robert J. Trenkamp, Registered Land Surveyor #8304 in Ohio



AN ORDINANCE NO. _____

Amending the Zoning Map of Springfield, Ohio by rezoning 10.2 acres located at 2531 Springfield-Jamestown Road, Springfield, Ohio from Springfield Township B-3, General Business District and R-1, Single-Family Residential District to CC-2, Community Commercial District.

...oooOOOooo...

WHEREAS, the proposed amendment to the City Zoning Map has been referred to the Clark County-Springfield Township-City of Springfield CEDA Regional Planning Commission (commonly called the Central CEDA Regional Planning Commission of Clark County), which has recommended adoption of the amendment; NOW THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the Zoning Map of Springfield, Ohio, referred to in Subsection 1173.02(a) of the Springfield Zoning Code, is hereby amended by rezoning 10.2 acres located at 2531 Springfield-Jamestown Road, Springfield, Ohio, described as Parcel No. 300-07-00032-100-038, from Springfield Township B-3, General Business District and R-1, Single-Family Residential District to CC-2, Community Commercial District. Said Zoning Map amendment becomes effective with the annexation of the Springfield-Jamestown Road Annexation Area.

Section 2. That the Clerk shall be directed to record the above amendment by filing this Ordinance together with schematic maps diagramming the effect of the amendment with the original master zoning map in the office of the Clerk, in the office of the Planning and Zoning Administrator, and in the fireproof vault provided for that purpose.

Section 3. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun
_____, 2016)

I do hereby certify that the foregoing Ordinance No. _____ was duly
published in the Springfield News-Sun on _____,
2016.

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 037-16

Agenda Date: 9/27/2016

Today's Date: 9/22/2016

Subject: Moral Obligations

Submitted By: Mark Beckdahl, Finance Director

Department Finance

Contact: Mark Beckdahl

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Contract

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

It is respectfully requested that legislation be scheduled for inclusion on the regularly scheduled City Commission agenda September 27, 2016, confirming services and obtaining services for the City.

Justification for Emergency Action: *(use reverse side if needed)*

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
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Total Cost:

AN ORDINANCE NO. _____

Confirming purchases and the obtaining of services for the City and providing for payments therefor.

...oooOOOooo...

WHEREAS, certain supplies and services have heretofore been obtained for the use and benefit of the City without purchase orders having been previously issued therefor; and

WHEREAS, other supplies and services have heretofore been obtained for the use and benefit of the City and certain payments made without proper Commission authorization having been obtained therefor; and

WHEREAS, it is the determination of the City Commission that such supplies and services have been received and furnished to the use and benefit of the City and that the City is under moral, if not legal, obligation to make payment therefor: NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the City Commission does hereby approve and confirm the obtaining of the supplies and services hereinafter set forth and the Director of Finance is hereby authorized to make payment of the respective amounts hereinafter indicated from proper items of appropriation. Such supplies and services and the respective amounts of such payments hereby authorized are attached hereto as **Exhibit A**.

Section 2. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

EXHIBIT A

Moral Obligation Listing for 9/27/2016

Dept.	Vendor	Amt. Of Moral Ob	Account #	Invoice Amt.
Service Dept	W. W Williams	\$ 1,360.00	351304-4030	\$ 1,360.00
Assumed to be warrenty work. No P.O. issued				
NTPRD	Krugh Campbell	\$ 1,581.00	410589-6050	\$ 1,581.00
No P. O. in place for Capital Emergency repairs to Stadium scoreboard Confirm and approve				
Finance	Standard Register	\$ 1,785.03	301309-4316	\$ 1,785.03
No P. O. in place				
Airport	W.S. Electronics	\$ 180.00	880540-4316	\$ 180.00
No P. O. in place				

Request for Commission Action City of Springfield, Ohio

Item Number: 232-16

Agenda Date: 9/27/2016

Today's Date: 9/13/2016

Subject: Amend Codified 959.16 - Fuel Flowage Fees

Submitted By: Tom Franzen, Assistant City Manager and Director of Economic Development

Department: Spfld-Beckley Municipal Airport

Contact: Don Smith x6108

<input checked="" type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Contract

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

The last adjustment to the airport fuel flow fee was in 2008, which raised the fee to .08 cents per gallon.

Respectfully request we increase the fuel flowage fees we collect from the FBO to .10 cents per gallon. This increase would produce additional funding to help offset costs associated with maintaining the fueling system. The increase is in line with regional airports.

In addition, it is recommended that the fuel flow fee be re-evaluated annually to consider inflationary type increases, if necessary.

Justification for Emergency Action: *(use reverse side if needed)*

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
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Total Cost:

An Ordinance No. _____

To amend Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, by the amendment of Section 959.16 thereof relating to fuel flowage fees at the Springfield-Beckley Municipal Airport; and repealing existing Section 959.16.

...oooOOOooo...

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That Ordinance No. 91-90, passed March 12, 1991, and commonly known as the Codified Ordinances of The City of Springfield, Ohio, is hereby amended by the amendment of Section 959.16 to read as follows:

959.16 FUEL FLOWAGE FEES.

General Fixed Base Operators and Specialty Fixed Base Operators shall pay to the City a Fuel Flowage Fee of ten cents (10¢) per gallon on each gallon of fuel pumped from a fuel tank owned by the City and leased to the General Fixed Base Operator or the Specialty Fixed Base Operator. The City Manager may promulgate regulations specifying times for payment of the Fuel Flowage Fee, for reporting of fuel flowage by the General Fixed Base Operators and the Specialty Fixed Base Operators and for audits of such reports. All fuel measuring devices used by General Fixed Base Operators and the Specialty Fixed Base Operators in connection with pumping fuel from a fuel tank owned by the City and leased to the General Fixed Base Operator or the Specialty Fixed Base Operator must be certified accurate in compliance with all applicable laws and regulations.

Section 2. That existing Section 959.16 of the Codified Ordinances of The City of Springfield, Ohio, is hereby repealed.

Section 3. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: *Springfield News-Sun*)

_____, 2016)

I do hereby certify that the foregoing Ordinance No. _____ was duly published in the *Springfield News-Sun* on _____, 2016.

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 361-06

Agenda Date: 9/27/16

Today's Date: 8/11/16

Subject: Expansion Amendment to Lease and Specialty Fixed Base Operator Agreement with S Jet, LLC.

Submitted By: Tom Franzen, Assistant City Manager and Director of Economic Development

Department: AirparkOhio / Springfield-Beckley Airport

Contact: Don Smith x6108

14-Day Ordinance Emergency Ordinance (provide justification below)

14-Day Resolution Emergency Resolution Motion

Contract

Prior

Ordinance/Resolution: 06-450
08-137
09-098

Date of Prior

Ordinance/Resolution: 12/19/2006
04/22/2008
04/14/2009

Summary:

Respectfully request Commission approval for the Amendment to the lease with S Jet LLC which includes expansion of the lease area, construction of a new hangar, expansion of hangar apron and optional installation of fuel tanks. Spectra Jet (S Jet LLC) indicated that the 24,000 square foot hangar addition represents a total investment \$3.4 M.

The City of Springfield is working with the company and State development officials to obtain financial support for the expansion of public apron (pavement) areas around the hangar. The City will oversee construction of the apron area associated with the project. Cost for the apron will be covered 100% by the State related grants and S Jet LLC.

Justification for Emergency Action: *(use reverse side if needed)*

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
----------------------------	-------------------------	-----------------------	--------------------

Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into an Expansion Amendment to the Lease and Specialty Fixed Base Operator Agreement with S Jet, LLC, to provide for the construction of a new hangar, expansion of a hangar apron and optional installation of fuel tanks at the Springfield-Beckley Municipal Airport.

...oooOOOooo...

WHEREAS, the City and S Jet, LLC have entered into a Lease and Specialty Fixed Base Operator Agreement dated December 20, 2006; and

WHEREAS, the City and S Jet, LLC have negotiated an Expansion Amendment to the Lease and Specialty Fixed Base Operator Agreement to provide for the construction of a new hangar, expansion of a hangar apron and optional installation of fuel tanks; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the City Manager be and is hereby authorized to enter into an Expansion Amendment to the Lease and Specialty Fixed Base Operator Agreement with S Jet, LLC, a copy of which is attached hereto and is hereby approved, to provide for the construction of a new hangar, expansion of a hangar apron and optional installation of fuel tanks.

Section 2. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this _____ day of _____ A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

LEASE

AND

SPECIALTY FIXED BASE OPERATOR AGREEMENT

BETWEEN

**THE CITY OF SPRINGFIELD, OHIO,
LANDLORD**

AND

**S JET, LLC
TENANT**

RELATING TO

AIRPARKOHIO

AT THE

SPRINGFIELD-BECKLEY MUNICIPAL AIRPORT

EXPANSION AMENDMENT EFFECTIVE AS OF September 1, 2016

SCHEDULE OF EXHIBITS

EXHIBIT G	DESCRIPTION OF EXPANSION AREA
EXHIBIT H	LOCATION OF EXPANSION AREA
EXHIBIT I	LEASEHOLD IMPROVEMENTS EXPANSION AREA

LEASE AND SPECIALTY FIXED BASE OPERATOR AGREEMENT – EXPANSION AMENDMENT

THIS EXPANSION AMENDMENT is entered into effective September 1, 2016, by and between **THE CITY OF SPRINGFIELD, OHIO** ("Owner"), a municipal corporation and political subdivision organized and existing under the laws of the State of Ohio and owner of AirparkOhio ("AirparkOhio") at the Springfield-Beckley Municipal Airport (the "Airport"), including the "Premises" (as hereinafter defined), and **S JET, LLC** ("Tenant"), a limited liability company organized and existing under the laws of the State of Ohio.

WHEREAS, Owner and Tenant have entered into Lease And Specialty Fixed Base Operator Agreement dated effective December 20, 2006 and now wish to add additional leased area to the Premises as of the expansion effective date.

NOW, THEREFORE, the parties hereto agree that the Lease And Specialty Fixed Base Operator Agreement dated effective December 20, 2006 is amended as follows:

Section A. For purposes of this Expansion Amendment the "effective date" is December 20, 2006 and the "expansion effective date" is January 1, 2017. Section 1 is amended by adding part (r) which reads: The "effective date" is December 20, 2006 and the "expansion effective date" is January 1, 2017.

Section B. Section 1, parts (c), (d), (e), (i), (j) and (l) are amended to read:

(c) **Premises Location:**

(i) From the effective date to the expansion effective date the leased premises (hereinafter the "Premises") is a 73,491 ft² generally square site located in AirparkOhio approximately 775 feet southwest of the center line of the end of Runway 15 and is further described in the metes and bounds description and the drawing attached here to as **EXHIBIT A**, and identified as the "Premises" therein.

(ii) On and after the expansion effective date the leased premises (hereinafter the "Premises") is a 92,070 ft² generally square site located in AirparkOhio adjacent to the Premises as it existed on the effective date and is further described in the metes and bounds description and the drawing attached here to as **EXHIBIT A**, **EXHIBIT G** and **EXHIBIT H**, and identified as the "Premises" therein.

(d) **Total Area in the Premises:** From the effective date to the expansion effective date the area of the Premises is approximately Seventy Three Thousand Four Hundred Ninety One square feet (73,491 ft²) of land. On and after the expansion effective date One Hundred Sixty Five Thousand Five Hundred Sixty One square feet (165,561 ft²) of land.

- (e) **Initial Lease Term:** The initial term of this Lease shall be for a period of forty five (45) years, commencing December 20, 2006 (the "Commencement Date") through and including December 31, 2051 (the "Expiration Date"), unless this Lease shall be terminated earlier or the period is extended through any Option to Renew as permitted in this Lease or is extended as otherwise provided for in subsection (g) below.
- (i) **Basic Rent:** For the Initial Lease Term through December 31, 2016, the Basic Rent is the amount of Thirty Four Thousand Fifty Eight Dollars and Forty Cents (\$34,058.40). For the Lease Term commencing with the expansion effective date the Basic Rent is the amount of Six Hundred Ninety Nine Thousand Two Hundred Four Five Dollars and Forty Cents (\$699,245.40).
- (j) **Rent Installment:** From the effective date to the expansion effective date the Basic Rent shall be payable in One Hundred Twenty (120) equal Monthly Rental Payments or monthly installments of Two Hundred Eighty Three Dollars and Eighty Two Cents (\$283.82). On and after the expansion effective date, commencing January 1, 2017, the Basic Rent shall be payable in Four Hundred Twenty (420) equal Monthly Rental Payments or monthly installments of One Thousand Six Hundred Sixty Four Dollars and Eighty Seven Cents (\$1,664.87).
- (l) **Renewal Term Rent:** Rent for renewal terms shall be the market rate for the lease of 165,561 ft² of vacant land in the AirparkOhio vicinity as determined by Owner pursuant to market rate studies to be performed by Owner at Owner's expense.

Section C. Section 7 is amended to read:

Section 7. **HANGAR CONSTRUCTION.** In partial consideration of the grant of this Lease by Owner to the Tenant, the Tenant shall diligently prosecute to completion the construction of Aircraft Hangar facilities (hereinafter the "Hangar" which term by itself includes both the Original Hangar and the Expansion Hangar as set out below) on the Premises entirely at Tenant's cost and any Hangar installed on the Premises shall be the property of Owner free and clear of all claims by Tenant.

- (a) **Construction of the Original Hangar (2007).** The Tenant agrees to commence construction of the Original Hangar on the Premises as soon as possible after the effective date of this Lease, and in any event no later than January 1, 2007 or such later date as Tenant and Owner, by its City Manager, may mutually agree to. The Original Hangar shall be at least one hundred twenty feet (120') wide and at least one hundred fifty feet (150') long with a hangar door capable of admitting an aircraft with a tail twenty eight feet (28') high into the Original Hangar, and shall have

attached thereto an office/lobby/maintenance shop/restroom area approximately forty feet (40') wide by one hundred forty three feet (143') long (all of such space being included in the term "Original Hangar"). The Original Hangar shall be of metal construction and shall be heated. Tenant shall be responsible to construct facilities to extend Springfield municipal water and sewer services to the Original Hangar and to acquire necessary electricity and natural gas connections, all at Tenant's cost and not at Owner's. Notwithstanding the foregoing, Owner agrees that a water line, sewer line, gas line and electric line shall be located within fifty feet (50') of the boundary of the Premises and will be available for Tenant to connect to on and after April 1, 2007, and Owner shall pay all costs and take all actions needed in bringing such lines to such location. Owner shall not require Tenant to pay any connection fees related to Tenant connecting the Original Hangar to Owner's water and sewer services; however, Tenant shall be required to pay customary inspection and similar fees required by Owner and other governmental agencies having jurisdiction over the Premises. Tenant shall construct an asphalt ramp to connect the Original Hangar to the adjacent apron, if necessary, all at Tenant's cost and not at Owner's. The Tenant agrees to complete such construction of the Original Hangar and ramp, in accordance with final plans submitted to Owner and approved by Owner. Thereafter, Tenant shall proceed to obtain any necessary occupancy certificate, and commence operating such Original Hangar promptly after completion of construction. Owner agrees to cooperate with the Tenant and use its best efforts to assist Tenant in obtaining the occupancy certificate and any other required governmental permits and approvals. Further, Tenant shall, at its cost, be responsible for the following items as hereinafter set forth, with respect to the proposed construction of the Original Hangar:

- (i) **Design and construction of Hangar.** Tenant shall design and construct the Original Hangar and parking areas servicing the Hangar, pursuant to the Final Plans, including all designated supporting facilities, ramps, landscaping, soft costs and required improvements relating thereto, all at no cost to Owner.
- (ii) **FAA Form 7460-1.** Tenant shall cooperate with Owner in preparing and submitting to FAA a Form 7460-1 [Notice of Proposed Construction or Alteration] seeking FAA approval for construction of the Original Hangar and in obtaining FAA approval for construction of the Original Hangar; and,
- (iii) **Financing.** Tenant shall obtain all financing necessary to design and construct the Original Hangar and site preparation [at least One Million Three Hundred Seventy Five Thousand Dollars (\$1,375,000.00)], with Owner to assist with site preparation costs as described in paragraph (e) of this Section 7 of this Lease; and,
- (iv) **Certain Costs.** Tenant shall pay the costs of: 1) all required soil tests on the Site; 2) all other tests deemed necessary by Tenant; 3) a land survey including utility locations, elevations, and all other

detail required by the Tenant or necessary for purposes of title insurance required by Tenant's lender(s) and 4) the cost of all Tenant's leasehold improvements.

- (v) **Test Results.** If the results of soil tests or the results of any other tests performed on the Premises indicate that the Premises are not suitable for the purposes contemplated in this Lease, then Tenant shall have the right to terminate this Lease and Owner and Tenant shall have no further liability hereunder.
- (vi) **Relocate The Storm Sewer Line.** Prior to constructing the foundation and pad for the Original Hangar, Tenant shall relocate the storm sewer line now extending from the western end of Runway 6-24 to the stormwater detention pond to the north and crossing the Premises, to a location designated by City and in accordance with plans approved by City so that the storm sewer pipe will not lie under the foot print for the Original Hangar.

- (b) **Construction of the Expansion Hangar (2017).** The Tenant agrees to commence construction of the Expansion Hangar on the Premises as soon as possible after the effective date of this Lease, and in any event no later than May 31, 2017 or such later date as Tenant and Owner, by its City Manager, may mutually agree to. The Expansion Hangar shall be at least one hundred twenty feet (120') wide and at least one hundred fifty feet (150') long with a hangar door capable of admitting an aircraft with a tail twenty eight feet (28') high into the Expansion Hangar, and shall have attached thereto an office/lobby/maintenance shop/restroom area approximately forty feet (40') wide by one hundred forty three feet (143') long (all of such space being included in the term "Expansion Hangar"). The Expansion Hangar shall be of metal construction and shall be heated. Tenant shall be responsible to construct facilities to extend Springfield municipal water and sewer services to the Expansion Hangar and to acquire necessary electricity and natural gas connections, all at Tenant's cost and not at Owner's. Tenant shall be required to pay customary building inspection and similar fees required by Owner and other governmental agencies having jurisdiction over the Premises. Tenant shall construct an asphalt ramp to connect the Hangar to the adjacent apron, if necessary, all at Tenant's cost and not at Owner's. The Tenant agrees to complete such construction of the Hangar and ramp, in accordance with final plans submitted to Owner and approved by Owner. Thereafter, Tenant shall proceed to obtain any necessary occupancy certificate, and commence operating such Expansion Hangar promptly after completion of construction. Owner agrees to cooperate with the Tenant and use its best efforts to assist Tenant in obtaining the occupancy certificate and any other required governmental permits and approvals. Further, Tenant shall, at its cost, be responsible for the following items as hereinafter set forth, with respect to the proposed construction of the Hangar:

- (i) **Design and construction of Expansion Hangar.** Tenant shall design and construct the Expansion Hangar and parking areas servicing the Expansion Hangar, pursuant to the Final Plans, including all designated supporting facilities, ramps, landscaping, soft costs and required improvements relating thereto, all at no cost to Owner.
 - (ii) **FAA Form 7460-1.** Tenant shall cooperate with Owner in preparing and submitting to FAA a Form 7460-1 [Notice of Proposed Construction or Alteration] seeking FAA approval for construction of the Expansion Hangar and in obtaining FAA approval for construction of the Expansion Hangar; and,
 - (iii) **Financing.** Tenant shall obtain all financing necessary to design and construct the Expansion Hangar and site preparation [at least Three Million Four Hundred Thousand Dollars (\$3,400,000.00)], with Owner to assist with site preparation costs as described in paragraph (f) of this Section 7 of this Lease; and,
 - (iv) **Certain Costs.** Tenant shall pay the costs of: 1) all required soil tests on the Site; 2) all other tests deemed necessary by Tenant; 3) a land survey including utility locations, elevations, and all other detail required by the Tenant or necessary for purposes of title insurance required by Tenant's lender(s) and 4) the cost of all Tenant's leasehold improvements.
 - (v) **Test Results.** If the results of soil tests or the results of any other tests performed on the Premises indicate that the Premises are not suitable for the purposes contemplated in this Lease, then Tenant shall have the right to terminate this Lease and Owner and Tenant shall have no further liability hereunder.
- (c) **Optional Installation of Fuel Tanks.** Tenant may install up to two (2) twelve thousand gallon (12,000 gal.), aboveground Fuel Tanks, with all necessary and related safety devices, dispensing equipment and electrical connections. Tenant shall carefully monitor the Fuel Tanks to determine if any leaks occur. Should any leak occur, Tenant shall promptly notify Owner's Airport Manager and Fire Marshal and any governmental agencies having jurisdiction over the Fuel Tanks which require such notice; further, Tenant will promptly repair all such leaks in accordance with all applicable governmental regulations and with sound engineering practices. Fuel may be dispensed from the Fuel Tanks only into Tenant's owned or leased aircraft, into aircraft stored or to be stored in the Hangar for at least twenty four hours and into aircraft on which a Specialty Fixed Base Operator has performed is Specialty Fixed Base Operator services within the eight hour period immediately preceding such fueling (or at the first opportunity to fuel the aircraft if inclement weather prevented fueling within the said eight hour fueling window); however, Tenant may share the capacity of the Fuel Tanks with the tenant of another, adjacent hangar owned by the Owner when the fuel dispensed

will be used only as specified in this sentence. The Fuel Tanks must be used only in strict compliance with Owners Minimum Standards.

- (i) **Design and construction of Fuel Tanks: Title.** Tenant shall design and install the Fuel Tanks, should Tenant decide to install Fuel Tanks, on the Premises at the location specified in **EXHIBIT B** and shall be installed in compliance with the requirements specified in **EXHIBIT B**, including all installing all necessary supporting facilities, ramps, landscaping, soft costs and required improvements relating thereto, all at no cost to Owner. Notwithstanding any provisions of this Lease to the contrary, the title to such Fuel Tanks shall remain in Tenant. Upon termination of this Lease, Tenant shall remove the Fuel Tanks and their appurtenant connections and equipment and restore the Premises where the Fuel Tanks and their appurtenant connections and equipment were; located to the condition the Premises was in prior to installation of the Fuel tanks and their appurtenant connections and equipment, all at Tenant's cost.
 - (ii) **FAA Form 7460-1.** Tenant shall cooperate with Owner in preparing and submitting to FAA a Form 7460-1 [Notice of Proposed Construction or Alteration] seeking FAA approval for construction of the Fuel Tanks and in obtaining FAA approval for construction of the Fuel Tanks; and,
 - (iii) **Financing.** Tenant shall obtain all financing necessary to design and install the Fuel Tanks, should Tenant decide to install Fuel Tanks, on the Premises, and to make site preparation for the Fuel Tanks and their appurtenant connections and equipment; and,
 - (iv) **Certain Costs.** Tenant shall pay the costs of: 1) all required soil tests on the Site; 2) all other tests deemed necessary by Tenant; 3) a land survey including utility locations, elevations, and all other detail required by the Tenant or necessary for purposes of title insurance required by Tenant's lender(s) and 4) the cost of all Tenant's Fuel Tanks and their appurtenant connections and equipment.
 - (v) **Test Results.** If the results of soil tests or the results of any other tests performed on the Premises indicate that the Premises are not suitable for the purposes contemplated in this Lease, then Tenant shall have the right to terminate this Lease and Owner and Tenant shall have no further liability hereunder.
- (d) **Maintenance and Property Insurance Obligations.** The Tenant agrees through out the term of this Lease to maintain the Hangar and Fuel Tanks in good repair, to keep the Hangar insured against Property Damage/Fire and Extended Coverage casualties, with a minimum level of insurance coverage equal to the total construction costs for the Hangar, and to apply the net amount of insurance proceeds received as the result of a fire or other casualty to the repair and restoration of the Hangar, all in

accordance with and subject to the more stringent requirements of the holder of the first mortgage on Tenant's leasehold estate. Owner agrees that, throughout the term of this Lease, it will undertake all maintenance, repairs and replacements necessary to keep the Airport and the AirparkOhio and all roadways, walkways and runways servicing the same in good condition and repair.

- (e) **Tenant to Protect Owner's Estate.** Tenant shall not suffer any liens to attach to or be enforced against said Premises and the Hangar or Fuel Tanks thereon except that Tenant may grant a leasehold mortgage in its interest under this Lease in connection with the financing to be obtained by Tenant under Section 7(a)(iv). Tenant shall promptly discharge any lien or claim which has or may obtain priority over this Owner's estate in the Premises; provided that Tenant shall not be required to discharge any such lien so long as Tenant shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Owner, or shall in good faith contest such lien by, or defend against enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the property or any part thereof. In the event any such lien or claim is not promptly discharged, Owner may, at its option, require Tenant to deposit with Owner such amounts or such bonds as are acceptable to Owner to assure the priority of Owner's estate in the Premises. Tenant further agrees to pay to Owner any costs it may advance in order to protect the priority of Owner's estate in the Premises, including, but not limited to, court costs and attorney's fees.
- (f) Tenant is responsible for all site work necessary for construction of the Original Hangar and Fuel Tanks. Owner agrees to make payments to Tenant in the amounts established by the actual costs to Tenant for the site preparation and hangar construction work elements listed in **EXHIBIT C** provided, however that the total of such amounts shall not exceed the maximum sum of Two Hundred Thousand Dollars (\$200,000.00) [Owner's obligations under this provision have been fully satisfied as of the date of this Expansion Amendment].
- (g) Tenant is responsible for all site work necessary for construction of the Expansion Hangar.
- (h) Tenant shall indemnify and hold Owner harmless from any liability of any nature which may result to Owner from Tenant's use and occupancy of the Premises; including, but not limited to, any obligations that may be imposed under Chapter 4115 of the Ohio Revised Code, and Tenant shall pay all reasonable attorney's fees and court costs incurred by Owner in defending itself against any such liability. Tenant shall have the sole discretion to select the contractors it will uses in performing Tenant's construction obligations as described in this Lease.

Section D. Section 15, division (a) is amended to read:

- (a) Tenant agrees to pay all "Taxes" (as defined below) against the Premises, including all personal property on the Premises, becoming a lien during the Lease Term and a pro rata portion of the installments of Taxes which become a lien in the years in which the Tenant first takes possession of land included in the Premises and on the Expiration Date of this Lease occur, such pro rata share to be determined as of the date Tenant took possession of the applicable land and expiration date in accordance with the customary method of prorating real estate taxes in Clark County, Ohio. Tenant shall not be obligated to pay any installment of any special assessment that may be assessed, levied or confirmed during the Lease Term, but does not fall due and is not required to be paid until after the expiration of this Lease, except for a pro rata share of the installments becoming payable following the expiration of this Lease.

As used in this Lease, the term "Taxes" means all taxes, assessments and levies, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, including, but not limited to, real property and personal property taxes, excise and use taxes, water and sewer charges, gas and electric rates, and all other utility charges that may be taxed, charged, assessed, levied or imposed at any time during the term of this Lease by any governmental authority upon or against (1) the Premises (2) the rent or other sums payable by Tenant under this Lease, or (3) this Lease or the leasehold estate created by this Lease.

Tenant shall pay the Taxes before any delinquency can occur. Proof of payment shall be delivered promptly to Owner. If Tenant fails to pay any Taxes by the due date, then, in addition to any other remedy of Owner, Owner may (but shall not be obligated to) pay the same plus any penalties or interest, and Tenant shall reimburse Owner for all amounts so paid within 5 days after Owner notifies Tenant of the payment.

If such taxes are directly imposed on Owner, Owner may deliver to Tenant a statement of amounts payable under this subsection (a) within thirty days after receipt of notice of the levy or imposition of such taxes by Owner. In the event that Tenant does not pay such taxes within thirty days of notice by Owner, then Owner may pay such taxes and obtain reimbursement from the Tenant for such taxes as Additional Rent due within thirty days, notwithstanding any termination of the Lease.

Section E. Section 18, division (a) is amended to read:

- (a) **Construction of Leasehold Improvements.** The Tenant shall have the right to construct and maintain any leasehold improvements referred to in **EXHIBIT E** and **EXHIBIT I** attached hereto pursuant to the terms and conditions set forth therein. Tenant shall construct such leasehold improvements at its sole cost and expense. During the Lease Term, Tenant may install or erect additional improvements on the Premises or alter its leasehold improvements only with the prior written consent of Owner, which consent shall not be unreasonably withheld or delayed.

Tenant shall, no later than 30 days after the execution of delivery of the Lease or Expansion Amendment, as applicable, by Tenant and Owner, submit to Owner plans and specifications for such initial leasehold improvements. Tenant shall commence the construction of such initial leasehold improvements within 60 days after receipt from Owner of written approval of such plans and specifications, which approval shall not be unreasonably denied, and once commenced, such construction shall be diligently prosecuted provided, however, that Tenant shall be excused for any delays in the commencement of completion of construction caused by circumstances not within Tenant's control. Construction of leasehold improvements or alterations shall be conducted in accordance with the approval plans and specifications and no material variations therefor shall be made without the prior written approval of Owner.

Section F. Section 23 is amended to read:

Section 23. **ANCILLARY OWNER AND TENANT IMPROVEMENTS.**

- (a) On or before October 31, 2006 Owner shall construct, at Owner's expense: 1) a 26,000 ft² (200' x 130') apron southeast of the existing apron at the end to Taxiway J near the Premises and 2) construct water and sewer lines to within fifty feet (50') of the Premises.
- (b) Owner will use its best efforts to seek State of Ohio grant assistance to help fund the construction of the 40,800 ft² (204' x 200') apron adjacent to the apron mentioned in item (a)(1) of this Section 23 (the said 40,800 ft² (204' x 200') apron is hereinafter called the "second apron"). Tenant shall provide all local match funding and all other funding necessary to complete construction of the second apron. Tenant shall provide such additional funding within ten days of Owner's request to enable Owner to encumber any construction contract Owner determines is necessary to accomplish construction of the second apron. In the event State of Ohio grant assistance does not provide at least fifty percent (50%) of the needed construction funding, then Tenant may terminate this Expansion

Amendment by electing to do so, in writing, within ten days after the State of Ohio has made its determination concerning Owner's application for State of Ohio grant assistance to help fund the construction of the second apron.

- (c) In the event the State of Ohio provides a grant to Owner to fund construction of the second apron and Tenant does not elect to terminate this Expansion Amendment; then, upon Tenant paying over to the Owner the local match funding necessary to complete construction of the second apron, Owner shall enter into a construction contract to construct the second apron and shall diligently pursue the construction to completion. Upon Owner's request, Tenant shall pay over to Owner such additional funding as may be necessary to fund any change orders to the said construction contract necessary to complete construction of the second apron. Notwithstanding the other provisions of this Expansion Amendment, the Owner shall have the right to continue to occupy that portion of the Premises which Owner finds necessary to occupy for purposes of completing construction of the second apron.

IN WITNESS WHEREOF, and in consideration of the mutual entry into this Lease and for other good and valuable consideration, and intending to be legally bound, each party hereto has caused this agreement of lease to be duly executed as of the day and year first above written.

APPROVED AS TO FORM
AND CORRECTNESS:

Deputy Law Director

THE CITY OF SPRINGFIELD, OHIO

By: _____
James A. Bodenmiller, City Manager

S JET, LLC

By: _____
Michael I. Catherwood, Manager

STATE OF OHIO)
COUNTY OF CLARK) SS

On this ____ day of _____, 2016, before me appeared James A. Bodenmiller, City Manager of The city of Springfield, Ohio, to me personally known, who being by me duly sworn, did say that he is the City Manager of The City of Springfield, Ohio who acknowledged said instrument to be the free act and deed of The City of Springfield, Ohio.

NOTARY PUBLIC

My commission expires: _____

STATE OF OHIO)
COUNTY OF CLARK) SS

On this ____ day of _____, 2016, before me appeared Michael I. Catherwood, who being by me duly sworn, did say that he is a Manager of S Jet, LLC with authority to obligate S Jet, LLC, and that said instrument was signed and sealed in behalf of that limited liability company and acknowledged said instrument to be the free act and deed of said limited liability company.

NOTARY PUBLIC

My commission expires: _____

This instrument prepared by The City of Springfield, Ohio.

EXHIBIT B

FUEL TANK LOCATION AND INSTALLATIONS REQUIREMENTS

Installation of the aboveground fuel tanks described in this Lease shall be installed in compliance with the following standards:

1. NFPA Standard #407 - Aircraft Fuel Servicing (1996)
2. NFPA Standard #30 - Flammable & Combustible Liquids (1996)
3. BOCA National Fire Prevention Code (1993), Chapter 32 -
Flammable & Combustible Liquids, Section F-3207.0 -
Aboveground Storage Tank
4. FAA AC #150/5230-4 - Aircraft Fuel Storage, Handling &
Dispensing on Airports
5. Fuel Tank location as per the attached map labeled Sheet S-1 of
S-2

Spectra Jet Lease Area Expansion Exhibit G

Located in Green Township, Clark County, Ohio and being part of the south half of Section 11, Town 4, Range 8, B.M.R.S. and being further described as follows:

Beginning for reference at the point of intersection of the centerline of Runway 15-33 and Taxiway J at the Springfield-Beckley Municipal Airport, thence measure in a southwesterly direction along the centerline of Taxiway J a distance of 774.50 feet to a point, thence measure in a southeasterly direction and parallel with the centerline of Runway 15-33, a distance of 288 feet to the true point of beginning of the lease area herein described:

Thence measure in a southeasterly direction and parallel with the centerline of Runway 15-33 a distance of 270 feet to a point;

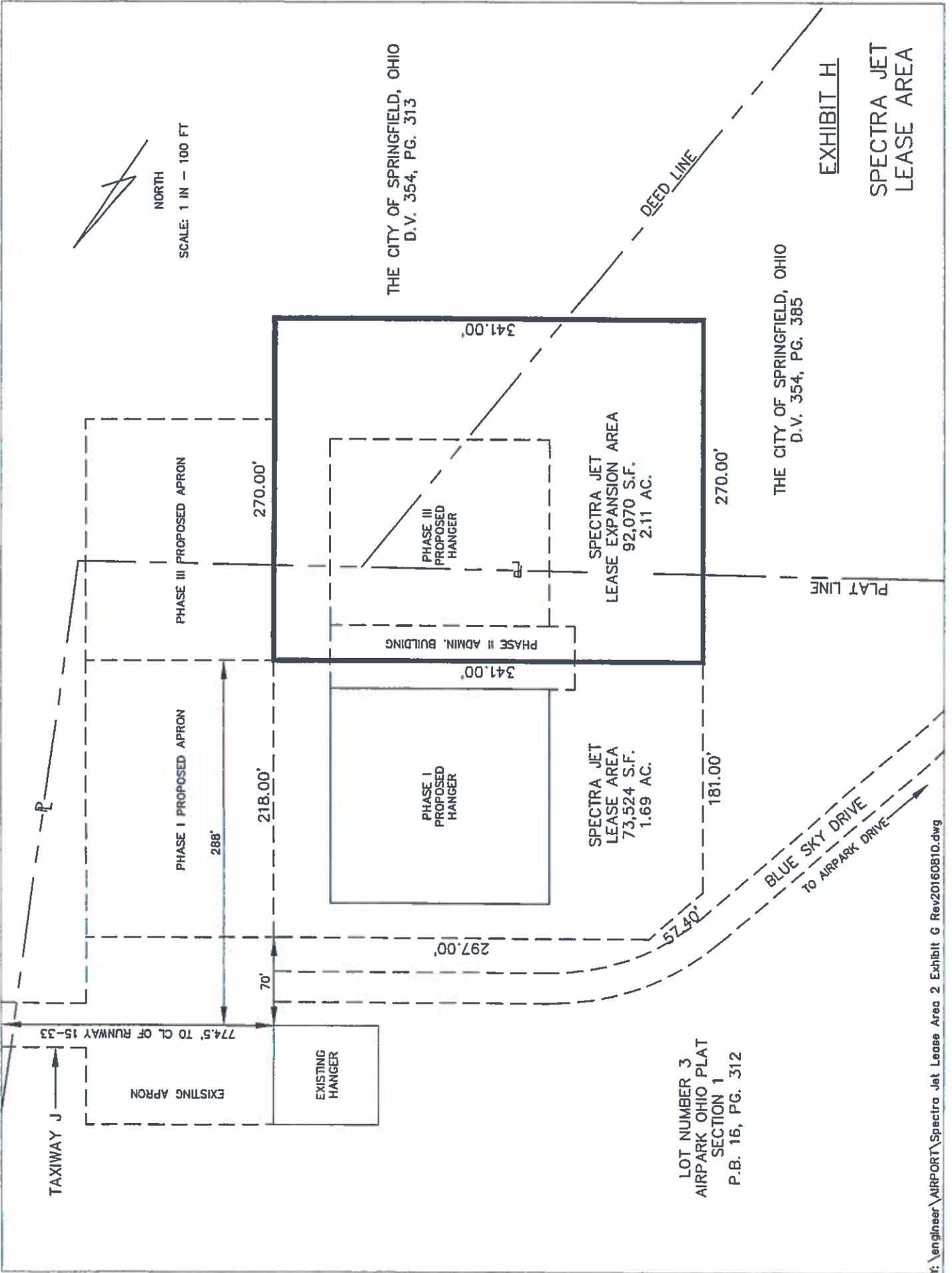
Thence measure in a southwesterly direction parallel with the centerline of Taxiway J a distance of 341 feet to a point;

Thence measure in a northwesterly direction and parallel with the centerline of Runway 15-33 a distance of 270 feet to a point;

Thence measure in a northeasterly direction and parallel with the centerline of Taxiway J a distance of 341 feet to the point of beginning, containing an area of 92,070 square feet or 2.11 acres of land, more or less.

Being part of Lot Number 3 of the Airpark Ohio Plat, recorded in Plat Book 16, Page 312 Clark County, Ohio Recorder's Office. Also being part of the premises described in deeds to The City of Springfield, Ohio from Edmund J. and Catherine Kinney dated March 27, 1944, recorded in Deed Volume 354, Page 313, and from Guy and Alice Tuttle dated March 31, 1944, recorded in Deed Volume 354, Page 385, Clark County, Ohio Recorder's Office.

Also a continuous (non-exclusive) right of vehicular ingress and egress between the above described lease area and Airpark Drive over a private road known as Blue Sky Drive located at the easterly end of said Lot Number 3 and over the lease area apron. Also a continuous (non-exclusive) right of aircraft ingress and egress between the above described lease area and the airport runways by means of the lease area apron, taxiway J and other airport taxiways and runways.



NORTH
SCALE: 1 IN = 100 FT

THE CITY OF SPRINGFIELD, OHIO
D.V. 354, PG. 313

THE CITY OF SPRINGFIELD, OHIO
D.V. 354, PG. 385

EXHIBIT H
SPECTRA JET
LEASE AREA

**Spectra Jet Lease Area Expansion
Exhibit I**

Leasehold Improvements

Pre engineered metal building to match existing structure.

Total Square Feet - 45,814 s.f. addition to existing hangar structure.

Hanger - 150'x150' with 28' high hangar door. Eave Height 33'.

Shop(s) Area - 40'x150' with rest rooms.

Office Space - Two Story "connector" between existing hangar and new hangar. Connector footprint 75' x 150'. Space on the first floor consists of offices, restrooms, break room, pilot's rooms, and customer service room. Second floor is unfinished.

Request for Commission Action City of Springfield, Ohio

Item Number: 238-16

Agenda Date: 10/11/2016

Today's Date: 9/27/2016

Subject: Emergency Ordinance authorizing the issuance of the Recreational Facilities Construction Refunding Bond Anticipation Note Series 2016-01 in the amount of \$438,000.

Submitted By: Mark Beckdahl, Finance Director

Department: Finance/Accounting

Contact: Bob Mauch, 7329

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Contract

Prior Ordinance/Resolution: 13-53, 14-271, 15/269

Date of Prior Ordinance/Resolution: 2/19/2013, 10/14/2014, 9/29/2015

Summary:

The City issued its \$1,440,000 Recreational Facilities Construction Note Series 2015-01 on October 24, 2015 to provide funds to retire a note issued in 2014 for the construction of The Chiller Ice Arena. Donations and other receipts that have been received since the issuance of the 2015 Note has allowed \$1,006,000 of principal to be called/retired. There remains \$434,000 of outstanding principal on the Note that will mature October 24, 2016 with interest due. The proposed issue is being sized at a maximum amount of \$438,000 to provide funds to pay both the principal the interest on the maturing note.

I hereby request emergency legislation authorizing the issuance of a one-year Recreational Facilities Construction Refunding Bond Anticipation Note Series 2016-01 in the maximum amount of \$438,000 to retire the maturing principal and interest of the outstanding notes that mature October 24, 2016.

Justification for Emergency Action: *(use reverse side if needed)*

Emergency legislation is necessary to permit the prompt issuance of the refunding note to timely retire the outstanding notes and thereby preserve the City's credit.

Department/Division	Fund Description	Account Number	Actual Cost
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Total Cost:

AN ORDINANCE NO. _____

Providing for the issuance and sale of Notes in the maximum principal amount of \$438,000, in anticipation of the issuance of Bonds, for the purpose of paying the costs, in cooperation with the National Trail Parks and Recreation District, of constructing, furnishing and equipping a recreational facility and providing for all related site improvements, together with all necessary appurtenances thereto, and declaring an emergency.

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WHEREAS, pursuant to Ordinance No. 13-53, notes in anticipation of bonds in the amount of \$2,085,000, dated October 25, 2013 (the "2013 Notes"), were issued for the purpose stated in Section 1; and

WHEREAS, pursuant to Ordinance No. 14-271, notes in anticipation of bonds in the amount of \$1,660,000, dated October 24, 2014 (the "2014 Notes") were issued for the purpose stated in Section 1 and to retire the 2013 Notes; and

WHEREAS, pursuant to Ordinance No. 15-269, notes in anticipation of bonds in the amount of \$1,440,000, dated October 24, 2015 (the "outstanding 2015 Notes") were issued for the purposed stated in Section 1 and to retire the 2014 Notes; and

WHEREAS, there remains \$434,000 principal outstanding on the Outstanding 2015 Notes to mature on October 24, 2016 with interest thereon, \$1,006,000 of principal having been prepaid in accordance with Section 4 of Ordinance No. 15-269; and

WHEREAS, this Commission finds and determines that the City should retire the Outstanding 2015 Notes with the proceeds of the Notes described in Section 3; and

WHEREAS, the Director of Finance as fiscal officer of this City has certified to this City Commission that the estimated life or period of usefulness of the Improvement (as described in Section 1) is at least five years, the estimated maximum maturity of the Bonds, as described in Section 1, is at least twenty (20) years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is two hundred forty (240) months; and

WHEREAS, this Ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of this City and for the further reason that this Ordinance is required to be immediately effective in order to permit the prompt issuance and sale of the Notes which is necessary to enable the City to timely retire the Outstanding 2015 Notes and thereby preserve its credit; NOW, THEREFORE,

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. It is necessary to issue bonds of this City in a principal amount not to exceed \$438,000 (the "*Bonds*") for the purpose of paying the costs, in cooperation with the National Trail Parks and Recreation District, of constructing, furnishing and equipping a recreational facility and providing for all related site improvements, together with all necessary appurtenances thereto (the "*Improvement*").

Section 2. The Bonds shall be dated approximately October 1, 2017, shall bear interest at the now estimated rate of 4.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 20 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2018.

Section 3. It is necessary to issue and this City Commission determines that notes in a principal amount not to exceed \$438,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to retire the Outstanding 2015 Notes and interest payable thereon. The principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the "*Certificate of Award*"). The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance; *provided* that the Director of Finance shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 1.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award in accordance with Section 6 of this Ordinance.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America and shall be payable, without deduction for services of the City's paying agent, at the office of Treasurer of the City (the "*Paying Agent*"). The Notes shall be prepayable without penalty or premium at the option of the City at any time prior to maturity as provided in this Ordinance. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the date of prepayment. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the date of prepayment and the name and address of the Paying Agent, by certified or registered mail to the original purchaser of the Notes not less than seven days prior to the date of that deposit, unless that notice is waived by the original purchaser of the Notes. If money for prepayment is on deposit with the Paying Agent on the specified prepayment date following the giving of that notice (unless the requirement of that notice is waived as stated above), interest on the principal amount prepaid shall cease to accrue on the prepayment date, and upon the request of the Director of Finance the original purchaser of the Notes shall arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment and surrender and cancellation.

Section 5. The Notes shall be signed by the Mayor and Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Director of Finance, provided that the entire principal amount may be represented by a single note. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance.

Section 6. The Notes are offered at par plus accrued interest, if any, to the Treasury Investment Board of the City. Notes not purchased by the Treasury Investment Board of the City shall be sold at not less than par at private sale by the Director of Finance in accordance with law and the provisions of this Ordinance. The Director of Finance shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Mayor, City Manager, the Director of Finance, the Director of Law, the City Clerk and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year to the extent money from the municipal income tax is available for the payment of the debt charges on the Notes and the Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of such money so available and appropriated with the

covenant hereinafter set forth. To the extent necessary, the debt charges on the Notes and the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith, credit and property taxing power of the City to the prompt payment of the debt charges on the Notes and the Bonds.

Section 10. The City Clerk is directed to deliver a certified copy of this Ordinance to the County Auditor of Clark County, Ohio.

Section 11. This City Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 12. This City Commission finds and determines that all formal actions of this City Commission and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission or committees, and that all deliberations of this City Commission and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 13. By reason of the emergency set forth in the preamble hereto, this Ordinance shall be in full force and effect immediately.

PASSED this _____ day of _____, 2016, A.D.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: Springfield News-Sun

_____, 2016)

I do hereby certify that the foregoing Ordinance No. 16-_____ was duly published in the *Springfield News-Sun* on _____, 2016.

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 239-16

Agenda Date: 10/11/2016

Today's Date: 9/27/2016

Subject: To Apply For and Accept Ohio Department of Transit Elderly & Disabled Grant for 2017

Submitted By: Mark Beckdahl, Finance Director

Department: Springfield City Area Transit (SCAT)

Contact: Nikki Weber, Staff Accountant

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract

**Prior
Ordinance/Resolution:**

**Date of Prior
Ordinance/Resolution:**

Summary:

Requesting City Commission authorization for the City Manager to enter into a Grant Contract with the State of Ohio, Department of Transportation to accept funds for FY 2017 in the amount of \$16,341.00 from the Ohio Elderly and Disabled Transit Fare Assistance Program; authorizing the City Manager and Finance Director to perform all acts and execute all documents considered necessary to fulfill the City's obligations under said contract, to comply with all relevant local, state, and federal legal requirements, and to provide assurances and additional information as required by the Ohio Department of Transportation; and declaring an emergency.

Justification for Emergency Action: *(use reverse side if needed)*

Requesting emergency action for timely submission of grant contract.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
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Total Cost:

AN ORDINANCE NO. _____

Authorizing the City Manager to enter into a Grant Contract with the State of Ohio, Department of Transportation to accept funds in the amount of \$16,341.00 from the Ohio Elderly and Disabled Transit Fare Assistance Program; authorizing the City Manager and Director of Finance to perform all acts and execute all documents considered necessary to fulfill the City's obligations under said contract, to comply with all relevant local, state and federal legal requirements, and to provide assurances and additional information as required by the Ohio Department of Transportation; and declaring an emergency.

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WHEREAS, the State of Ohio, Department of Transportation, has made available funds in the amount of \$16,341.00 to assist public transportation systems in Ohio; and

WHEREAS, the Springfield City Area Transit is presently providing transit service and observing all federal and state rules regarding these programs; and

WHEREAS, the City wishes to accept funding from the Ohio Department of Transportation for the Ohio Elderly and Disabled Transit Fare Assistance Program; and

WHEREAS, it is necessary that this Ordinance become effective immediately in order to comply with grant submission deadlines, which this Commission finds creates an emergency to preserve the public peace, property, health and safety, necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the City Manager is hereby authorized to enter into a Grant Contract with the State of Ohio, Department of Transportation, a copy of which is attached hereto and is hereby approved, to accept funds in the amount of \$16,341.00 from the Ohio Elderly and Disabled Transit Fare Assistance Program.

Section 2. That the City Manager and the Director of Finance are hereby authorized to perform all acts and execute all documents considered necessary to fulfill the City's obligations under said grant contract, to comply with all relevant local, state and federal legal requirements, and to provide assurances and additional information as required by the Ohio Department of Transportation.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____ A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION



Ohio Department of Transportation

**ELDERLY AND DISABLED TRANSIT FARE
ASSISTANCE PROGRAM**

GRANT CONTRACT

BETWEEN THE

CITY OF SPRINGFIELD

AND THE

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

CONTRACT NO. EHTA-0083-017-171

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE GRANT CONTRACT
CONTRACT NO. EHTA-0083-017-171

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the CITY OF SPRINGFIELD agree as follows.

ARTICLE I

DEFINITIONS

The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Transit.

Contract: this Contract, which is identified as Contract No. EHTA-0083-017-171.

Disabled: any person with a mental or physical impairment limiting one or more major life functions as defined by the Americans with Disabilities Act (ADA Act) 49 CFR Part 37.

Elderly: any person 65 years of age or older.

Fiscal Year or FY: the State of Ohio fiscal year, July 1 through June 30.

Grant Contract: a Program grant contract, including but not limited to this Contract.

Grantee: City of Springfield.

Private Non-Profit Organization: an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code and is designated by a Board of County Commissioners to provide public transit service.

Program: the Elderly and Disabled Transit Fare Assistance Program funded by Am. Sub. H.B. 66 enacted by the 126th Ohio General Assembly which provides state funds for reduced fares.

Project Contractor: an independent supplier of public transit service, whether public, private or private nonprofit, which has an agreement with the Grantee to offer reduced fares.

Public Transit Service: a publicly owned or operated transportation system using buses, rail vehicles or other surface conveyances to provide transportation service to the general public on a regular and continuing basis, and receive State or Federal funding through the Rural Transit Program or the Urban Transit Program.

Reduced Fare: a fare offered by the public transportation system for elderly and people with disabilities which is no greater than one-half (1/2) the regular adult fare.

Regular Adult Fare: the lowest fare for a one way trip that has a one-half (1/2) fare option for persons

who are elderly or for persons who have a disability.

Service Area: the City of Springfield, Upper Valley Mall, and Clark State Community College.

ARTICLE II

SECTION 1. PURPOSE OF CONTRACT: The purpose of this Contract is to reimburse public transportation systems who offer reduced fares to the elderly and disabled in accordance with the program policy and procedure.

SECTION 2. SCOPE OF PROJECT: The Grantee shall apply all grant funds provided under this contract to the costs incurred in the provision of public transit service within the City of Springfield, Upper Valley Mall, and Clark State Community College.

The Grantee shall undertake reasonable marketing efforts to ensure that elderly people and people with disabilities in the service area are made aware of the reduced fares.

SECTION 3. GRANT FUNDS: ODOT agrees to provide Grant Funds to the Grantee for the Project in the amount of Sixteen Thousand, Three Hundred Forty-One Dollars (\$16,341).

Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount stated in the first sentence of this Section and shall be required to pay only such amount as it may determine.

Pursuant to Ohio Revised Code (ORC) Section 126.07, this agreement shall be valid and enforceable only if funds are appropriated and the Director of OBM certifies that there is a balance in the appropriation not previously obligated to pay existing obligations. In pertinent part, Section 126.07 states the following:

"No contract, agreement or obligation involving the expenditure of money chargeable to an appropriation, nor any resolution or order for the expenditure of money chargeable to an appropriation shall be valid and enforceable unless the Director of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations."

Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 1 of the program fiscal year.

SECTION 4. METHOD OF PAYMENT TO GRANTEE: ODOT shall pay the Grantee the amount of grant funds specified in Section 3 in accordance with the program policy and procedure.

SECTION 5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS: The Grantee and all Project Contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to public transportation systems and public transit service.

SECTION 5.1 OHIO ETHICS LAW: Grantee agrees that it is 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.

SECTION 5.2 OHIO ELECTIONS LAW: Grantee affirms that, as applicable to it, no party listed in Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

SECTION 6. SERVICE CHANGES: The Grantee shall submit to the Administrator a report of all fare changes and any significant trends or developments during the period covered by the grant which have occurred as a result of the Program.

The Grantee shall submit all other information requested by ODOT or its agents.

SECTION 7. PROJECT ADMINISTRATION: Upon request by ODOT the Grantee shall return any overpayment of grant funds to ODOT not later than forty-five days after notice by ODOT that an overpayment to the Grantee has occurred.

The Grantee shall permit ODOT or any of its agents to inspect offices, records, books, operations, vehicles and facilities of the Grantee and of all Project Contractors.

SECTION 8. CHANGE IN CONDITIONS OR LAW AFFECTING PERFORMANCE: The Grantee shall immediately notify ODOT of any change in conditions or local law or of any other event which may affect its ability to carry out its responsibilities in accordance with the provisions of the Contract.

SECTION 9. DEFAULT: Neglect or failure of the Grantee to comply with any of the terms, provisions or conditions of this Contract or of any other grant contract entered into between ODOT and the Grantee or failure of any representation made to ODOT by the Grantee in connection with any such contract to be true shall be an event of default, whether or not payment of grant funds has been fully or partially made.

Whenever any event of default has occurred, ODOT may (a) decline to make any further payments under this Contract to the Grantee, and (b) require reimbursement from the Grantee of all or any portion of the grant funds for any period of time that the Grantee has been in default.

No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity.

No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

SECTION 10. NO ADDITIONAL WAIVER IMPLIED: If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 11. SEVERABILITY: If any provision of this Contract is held to be invalid or unenforceable by a court jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

SECTION 12. REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE: The Grantee hereby represents and warrants that it is a county transit board or regional transit authority established pursuant to Chapter 306 of the Ohio Revised Code, a county, a municipality or a private nonprofit corporation and that it has full power and authority to enter into this Contract and to perform its obligations hereunder.

SECTION 13. PROGRAM POLICY AND PROCEDURE: The current Policy and Procedure for the Elderly and Disabled Transit Fare Assistance Program as determined by ODOT are incorporated into this grant agreement in its entirety.

SECTION 14. FINDINGS FOR RECOVERY: No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

SECTION 15. OFFER; EFFECTIVE DATE: When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Grantee. This Contract shall become effective upon its execution by ODOT and the Grantee, and the obligations of the parties hereunder shall then begin.

SECTION 16. BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Grantee affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: (<http://governor.ohio.gov/MediaRoom/ExecutiveOrders.aspx>).

The Grantee also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Grantee or its Project Contractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

Banning the Expenditure of Public Funds on Offshore Services - Termination. Sanction. Damages: If Grantee or any of its Project Contractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Grantee or any of its Project Contractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Grantee performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Grantee. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 5 % of the value of the Contract.

The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure

period, the State may buy substitute services from a third party and recover from the Grantee any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Grantee performed outside of the United States, costs associated with corrective action, or liquidated damages.

SECTION 17. - ASSIGNMENT/DELEGATION: The Grantee will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

SECTION 18. MODIFICATIONS: This grant and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the Grantee.

SECTION 19. INDEPENDENCE OF GRANTEE: In no event shall the Grantee or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US Dot.

The Grantee agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of ODOT, the State or US DOT and will not by reason of any relationship with ODOT or US DOT make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

SECTION 20. CONTRACTS OF THE GRANTEE: The Grantee shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Projects without the express prior written consent of ODOT.

SECTION 21. CONTRACT DISPUTE RESOLUTION: In the event of a dispute in the interpretation of the provisions of this Contract, such dispute shall be settled through negotiation between the Administrator and the Grantee. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.

The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the Projects and shall notify the Administrator of any current or prospective litigation pertaining to any such third party contract.

The Grantee hereby agrees that US DOT and ODOT shall receive, respectively through ODOT, the Federal share and State share of any proceeds derived from any third party recovery.

SECTION 22. DRUG-FREE WORK PLACE: Grantee agrees to comply with all applicable State and Federal laws regarding a drug-free work place. Grantee shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

SECTION 23. FEDERAL NONDISCRIMINATION REQUIREMENTS: In carrying out this agreement, grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, military status, genetic information, or disability as that term is defined in the Americans with Disabilities Act. Grantee shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, military status, genetic information, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the Grantee will not deny anyone the benefits of participation in any federally funded program on account of race, color, or national origin.

Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, military status, genetic information, or disability. Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

Grantee agrees to ensure that disadvantaged business enterprises, as such are defined in 49 CFR PART 26, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement. Pursuant to 49 CFR 26.13(b), Grantee agrees not to discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Grantee agrees to carry out applicable requirements of 49 CFR PART 26 in the award and administration of DOT-assisted contracts. Grantee understands that failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Ohio Department of Transportation deems appropriate.

During the performance of this agreement, the grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (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.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth below, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
4. **Information and Reports:** The contractor 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 Ohio Department of Transportation (hereinafter "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 contractor will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor 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 contractor 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 contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this agreement, the grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)

- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)

SECTION 24. GOVERNING LAWS: 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 law 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 owner 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.

SECTION 25. NOTICE: Notice under this Agreement shall be directed as follows:

IF TO GRANTEE

City of Springfield
76 East High St.
Springfield, OH 45502

IF TO ODOT

Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

SECTION 26. SIGNATURES: Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

IN WITNESS WHEREOF, the parties have executed this contract as of the day and year last written below.

FOR THE GRANTEE

By: _____

Print Name: _____

Title: _____

Date: _____

**STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION:**

By: _____
Jerry Wray, Director

Date: _____

Request for Commission Action City of Springfield, Ohio

Item Number: 240-16

Agenda Date: 10/11/16

Today's Date: 10/4/16

Subject: Authorization to repair high service pump #1 at the WTP.

Submitted By: Chris Moore, Service Director

Department: Service

Contact: Chris Moore, Service Director, 525-5800

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Contract

Prior Ordinance/Resolution:

Date of Prior Ordinance/Resolution:

Summary:

It is respectfully requested that the City Commission authorize the City Manager to purchase the parts and labor necessary to repair high service pump #1 at the Springfield Water Treatment Plant from Allied Technical Service Inc. for an amount not to exceed \$56,437.50. It is further requested that the Commission authorize this purchase without competitive bidding per ORC 735.051 as a real and present emergency.

Justification for Emergency Action: (use reverse side if needed)

Emergency action is requested because the repair of this pump is necessary for redundant water pumping capabilities at the Water Treatment Plant. Redundancy is essential to assuring water service to the community.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Service/Water Treatemnt	620	221127-4030	\$56,437.50

Total Cost: \$56,437.50

AN ORDINANCE NO. _____

Authorizing the purchase of parts and labor from Allied Technical Service Inc., necessary to make emergency repairs to High Service Pump No. 1 at the Springfield Water Treatment Plant for an amount not to exceed \$56,437.50; and declaring an emergency.

...oooOOOooo...

WHEREAS, this Commission finds that there is an immediate and urgent need to repair High Service Pump No. 1 at the Springfield Water Treatment Plant which constitutes a real and present emergency which requires waiver of bidding requirements for the purchase of goods and services which are necessary to provide for the repair of the high service pump; and

WHEREAS, it is necessary that this Ordinance become effective immediately to repair High Service Pump No. 1 at the Springfield Water Treatment Plant at the earliest possible time to provide for redundant water pumping capabilities which are essential to assuring continuous water service to the Springfield community, which this Commission finds creates an emergency to preserve the public peace, property, health and safety, necessitating the immediate effectiveness of this Ordinance: NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That this Commission hereby adopts the findings set forth in the recitals to this Ordinance, and further finds that, in accordance with Ohio Revised Code § 735.051, the need to proceed with the repair of High Service Pump No. 1 at the Springfield Water Treatment Plant constitutes a real and present emergency which requires waiver of the bidding requirements for the purchase of goods and services so that the said repairs can be accomplished immediately.

Section 2. That this Commission hereby authorizes payment to Allied Technical Service Inc. for an amount not to exceed \$56,437.50 as and for said parts and labor to repair High Service Pump No. 1 at the Springfield Water Treatment Plant.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Request for Commission Action City of Springfield, Ohio

Item Number: 016-16

Agenda Date: 10/11/16

Today's Date: 10/5/16

Subject: Change Order No. 7 with J & J Schlaegel, Inc., for the CLA - Little Miami Trail Extension Project, PID 82314

Submitted By: Leo Shanayda

Department: Engineering

Contact: Leo Shanayda

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion <input type="checkbox"/> Contract

Prior Ordinance/Resolution: 16-13
16-160
16-210
16-219
16-251
16-264
16-274

Date of Prior Ordinance/Resolution: 1/5/16
6/7/16
7/19/16
8/2/16
8/30/16
9/13/16
9/27/16

Summary:

All work is completed on the above referenced project. In order to compensate the contractor for all work items completed on this project, a final change order must be authorized by City Commission.

Justification for Emergency Action: *(use reverse side if needed)*

It is the recommendation of this office that City Commission authorize the City Manager to confirm and approve Change Order No. 7 to J & J Schlaegel, Inc., in the amount of \$9,309.39 by emergency ordinance at its October 11th meeting.

Department/Division	Fund Description	Account Number	Actual Cost
Engineering	ODOT	141465-6070 (4716)	\$ 9,309.39

Total Cost: \$ 9,309.39

AN ORDINANCE NO. _____

Confirming and approving Change Order No. 7 to the contract between the City and J & J Schlaegel, Inc. for the CLA-Little Miami Trail Extension Project, PID No. 82314 to increase the contract amount by \$9,309.39, for a total contract amount not to exceed \$948,144.08; authorizing the City Manager to execute said Change Order No. 7; and declaring an emergency.

...oooOOOooo...

WHEREAS, it is necessary that this Ordinance become effective immediately in order to compensate J & J Schlaegel, Inc. for work previously completed, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That this Commission hereby confirms and approves Change Order No. 7 to the contract between the City and J & J Schlaegel, Inc. for the CLA-Little Miami Trail Extension Project, PID No. 82314 to increase the contract amount by \$9,309.39, for a total contract amount not to exceed \$948,144.08.

Section 2. That the City Manager is hereby directed and authorized to endorse upon Change Order No. 7, a copy of which is attached, his approval on behalf of the City.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CONTRACT CHANGE ORDER

NUMBER 7 (Seven)

DATE October 5, 2016

TYPE OF PROJECT: CLA - Little Miami Trail Extension, PID 82314

CONTRACTOR: J & J Schlaegel, Inc., 1250 E US Hwy 36, Urbana, OH 43078

The following changes are hereby made to the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
832	Erosion Control 3,857 EA @ \$1.00		\$3,857.00
Spec	Additional Stone around Catch Basins 1 LS @ \$249.79		\$249.79
Spec	Remove and Replace John St. Approach to get Slope on Grade 1 LS @ \$2,500.44		\$2,500.44
Spec	Remove and Replace Fair St Sidewalk and Curb 1 LS @ \$1,044.77		\$1,044.77
Spec	Remove and Replace Pavement at Fair St. 1 LS @ \$1,030.00		\$1,030.00
	Adjust Catch Basin to Grade at Leffel and Yellow Springs 1 LS @ \$627.39		\$627.39
TOTAL INCREASE			\$9,309.39
TOTAL DECREASE		\$0.00	

The sum of \$9,309.39 is hereby added to, ~~deducted from~~ the total. Therefore, the adjusted contract price to date is \$948,144.08.

The time provided for completion in the contract is unchanged. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

ACCEPTED BY: _____
Contractor

Date

RECOMMENDED BY: _____
Engineer

Date

APPROVED BY: _____
City Manager

Date

Request for Commission Action City of Springfield, Ohio

Item Number: 208-16

Agenda Date: 10/11/16

Today's Date: 10/4/16

Subject: Change Order #1 with J & J Schlaegel, Inc. for the 2016 CSO Backwater Valve Project

Submitted By: Leo Shanayda

Department: Engineering

Contact: Leo Shanayda

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion
		X Contract

Prior Ordinance/Resolution: 16-238

Date of Prior Ordinance/Resolution: 8/16/16

Summary:

Due to the inoperability of the existing flap gates on CSO 70 (which is located by the Springfield Art Museum along Buck Creek) a change order is needed to correct this issue. The change order is for the required cleaning and repairing of CSO 70.

Justification for Emergency Action: *(use reverse side if needed)*

It is the recommendation of this office that the City Commission authorize the City Manager to confirm and approve change order No.1 with J & J Schlaegel, Inc., in the amount of \$38,845.16 by emergency ordinance so that work can be completed.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Engineering	Sewer	331207-6050 (383)	\$38,845.16

Total Cost: \$ 38,845.16

AN ORDINANCE NO. _____

Confirming and approving Change Order No. 1 to the contract between the City and J & J Schlaegel, Inc. for the CSO Backwater Valve Project to increase the contract amount by \$38,845.16, for a total contract amount not to exceed \$186,207.66; authorizing the City Manager to execute said Change Order No. 1; and declaring an emergency.

...oooOOOooo...

WHEREAS, it is necessary that this Ordinance become effective immediately in order to compensate J & J Schlaegel, Inc. for work previously completed, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That this Commission hereby confirms and approves Change Order No. 1 to the contract between the City and J & J Schlaegel, Inc. for the CSO Backwater Valve Project to increase the contract amount by \$38,845.16, for a total contract amount not to exceed \$186,207.66.

Section 2. That the City Manager is hereby directed and authorized to endorse upon Change Order No. 1, a copy of which is attached, his approval on behalf of the City.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CONTRACT CHANGE ORDER

NUMBER 1 (One)

DATE October 3, 2016

TYPE OF PROJECT: 2016 CSO Backwater Valve Project

CONTRACTOR: J & J Schlaegel, Inc., 1250 E US Hwy 36, Urbana, OH 43078

The following changes are hereby made to the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
Spec	Addition of Cleaning and Repair of CSO 70, located directly across Buck Creek from the Springfield Art Museum 1 LS @ \$38,845.16		\$38,845.16
TOTAL INCREASE			\$38,845.16
TOTAL DECREASE		\$0.00	

The sum of \$38,845.16 is hereby **added to**, ~~deducted from~~ the total. Therefore, the adjusted contract price to date is \$186,207.66.

The time provided for completion in the contract is unchanged. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

ACCEPTED BY: _____
Contractor

Date

RECOMMENDED BY: _____
Engineer

Date

APPROVED BY: _____
City Manager

Date

Request for Commission Action City of Springfield, Ohio

Item Number: 004-13

Agenda Date: 10/11/16

Today's Date: 10/5/16

Subject: Change Order No. 1 with R.B. Jergens Contractors, Inc. for the CLA – Lowry Bridge Project, PID No. 96375

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract

Prior Ordinance/Resolution: 16-203

Date of Prior Ordinance/Resolution: 7/5/16

Summary:

Work is continuing on the above referenced project. In order to compensate the contractor for additional items, which were required for this project, a contract change order must be authorized by City Commission.

Justification for Emergency Action: *(use reverse side if needed)*

It is the recommendation of this office that City Commission authorize the City Manager to confirm and approve Change Order No. 1 to R.B. Jergens Contractors, Inc., in the amount of \$20,979.71 by emergency ordinance at its October 11th meeting.

Department/Division	Fund Description	Account Number	Actual Cost
Engineering	ODOT		\$ 14,685.80
Engineering	OPWC		\$ 6,293.91

Total Cost: \$ 20,979.71

AN ORDINANCE NO. _____

Confirming and approving Change Order No. 1 to the contract between the City and R. B. Jergens Contractors, Inc. for the CLA - Lowry Bridge Project, PID No. 96375 to increase the contract amount by \$20,979.71, for a total contract amount not to exceed \$555,881.86; authorizing the City Manager to execute said Change Order No. 1; and declaring an emergency.

...oooOOOooo...

WHEREAS, it is necessary that this Ordinance become effective immediately in order to compensate R. B. Jergens Contractors, Inc. for work previously completed, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That this Commission hereby confirms and approves Change Order No. 1 to the contract between the City and R. B. Jergens Contractors, Inc. for the CLA - Lowry Bridge Project, PID No. 96375 to increase the contract amount by \$20,979.71, for a total contract amount not to exceed \$555,881.86.

Section 2. That the City Manager is hereby directed and authorized to endorse upon Change Order No. 1, a copy of which is attached, his approval on behalf of the City.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CONTRACT CHANGE ORDER

NUMBER (1) One

DATE October 5, 2016

TYPE OF PROJECT: CLA - Lowry Bridge, PID No. 96375

CONTRACTOR: R.B. Jergens Contractors, Inc., 11418 N. Dixie Dr., Vandalia, OH 45377

The following changes are hereby made to the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
SPEC	Unclassified Excavation 189.57 CY @ \$110.67		\$20,979.71
TOTAL INCREASE			\$20,979.71
TOTAL DECREASE		\$0.00	

The sum of **\$20,979.71** is hereby added to, ~~deducted from~~ the total. Therefore, the adjusted contract price to date is **\$555,881.86**.

The time provided for completion in the contract is unchanged. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

ACCEPTED BY: _____

Contractor
Date

RECOMMENDED BY: _____

Engineer
Date

APPROVED BY: _____

City Manager
Date

Request for Commission Action City of Springfield, Ohio

Item Number: 142-16

Agenda Date: 10/11/16

Today's Date: 10/4/16

Subject: Change Order No. 2 with Inland Water Pollution Control for the 2016 Miscellaneous Sanitary Sewer Lining Project

Submitted By: Leo Shanayda

Department: Engineering

Contact: Leo Shanayda

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract

Prior

Ordinance/Resolution: 16-143
16-237

Date of Prior

Ordinance/Resolution: 5/24/16
8/16/16

Summary:

In order to allow enough time for the project completion, a contract change order that extends the contract completion date from October 14, 2016, to December 2, 2016, must be authorized by City Commission.

Justification for Emergency Action: (use reverse side if needed)

It is the recommendation of this office that City Commission authorize the City Manager to confirm and approve Change Order No. 2 to Inland Water Pollution Control by emergency ordinance at its October 11th meeting. This authorization should be granted as an emergency in order to not delay payment to the contractor.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
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AN ORDINANCE NO. _____

Confirming and approving Change Order No. 2 to the contract between the City and Inland Waters Pollution Control, Inc. for the 2016 Miscellaneous Sanitary Sewer Lining Project to extend the project completion date to December 2, 2016; authorizing the City Manager to execute said Change Order No. 2; and declaring an emergency.

...oooOOOooo...

WHEREAS, it is necessary that this Ordinance become effective immediately in order to compensate Inland Waters Pollution Control, Inc. for work previously completed, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That this Commission hereby confirms and approves Change Order No. 2 to the contract between the City and Inland Waters Pollution Control, Inc. for the 2016 Miscellaneous Sanitary Sewer Lining Project to extend the project completion date to December 2, 2016.

Section 2. That the City Manager is hereby directed and authorized to endorse upon Change Order No. 2, a copy of which is attached, his approval on behalf of the City.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

CONTRACT CHANGE ORDER

NUMBER 2 (Two)

DATE October 4, 2016

TYPE OF PROJECT: 2016 Miscellaneous Sanitary Sewer Lining Project

CONTRACTOR: Inland Water Pollution Control, 4086 Michigan Ave, Detroit, MI 48210

The following changes are hereby made to the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGE	Contract Cost	
		DECREASE	INCREASE
	NOTE: CHANGE IN COMPLETION DATE ONLY		
TOTAL INCREASE			\$0.00
TOTAL DECREASE		\$0.00	

The sum of \$0.00 is hereby added to, deducted from the total. Therefore, the adjusted contract price to date is \$642,748.00.

The time provided for completion in the contract has been extended to **December 2, 2016**. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

ACCEPTED BY: _____
Contractor

Date

RECOMMENDED BY: _____
Engineer

Date

APPROVED BY: _____
City Manager

Date

Request for Commission Action City of Springfield, Ohio

Item Number: 219-16

Agenda Date: 10/11/16

Today's Date: 10/4/16

Subject: Amendment No. 1 to LPA Project Agreement No. 27881 for Project CLA – 40-16.82,
PID No. 103791 (Signal at the intersection of Bird Road and Route 40)

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda, City Engineer

<input type="checkbox"/> 14-Day Ordinance	<input checked="" type="checkbox"/> Emergency Ordinance (provide justification below)		
<input type="checkbox"/> 14-Day Resolution	<input type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Contract

Prior Ordinance/Resolution: 16-257

Date of Prior Ordinance/Resolution: 9/13/16

Summary:

The funding for this project has been moved from one phase to another to cover Engineering costs. This change in funds requires an Amendment to the LPA Agreement.

Justification for Emergency Action: *(use reverse side if needed)*

It is the recommendation of this office that City Commission authorize the City Manager to execute this amendment to this LPA Federal Project Agreement by emergency ordinance in order to avoid delay with the project.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
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AN ORDINANCE NO. _____

Authorizing the City Manager to enter into LPA Agreement No. 27881 - Amendment No. 1 between the City and the Ohio Department of Transportation in connection with the CLA 40-16.82, PID No. 103791, also known as the traffic signal at Bird Road and Route 40, to reallocate project funding; and declaring an emergency.

...oooOOOooo...

WHEREAS, the City and the State of Ohio have entered into LPA Agreement No. 27881 pursuant to Ordinance No. 16-257, in connection with the replacement of the traffic signal at the intersection of Bird Road and Route 40; and

WHEREAS, ODOT has tendered an LPA Agreement Amendment No. 1 to reallocate project funding: NOW, THEREFORE:

WHEREAS, it is necessary that this Ordinance become effective immediately in order to avoid delay with the project, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the City Manager is hereby authorized to enter into LPA Agreement No. 27881 - Amendment No. 1 between the City and the Ohio Department of Transportation in connection with the CLA 40-16.82, PID No. 103791, also known as the traffic signal at Bird Road and Route 40, to reallocate project funding.

Section 2. That LPA Agreement No. 27881 - Amendment No. 1, a copy of which is attached hereto, is hereby approved.

Section 3. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this _____ day of _____ A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

Rev. 6/23/2016

103781
PID NUMBER

CFDA 20.205

27881
AGREEMENT NUMBER

DUNS NUMBER

LOCAL-LET PROJECT AMENDMENT No. 1

Amend Section 3 – Funding to reflect a revised estimated costs for Preliminary Engineering, Construction and Construction Engineering.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$ 294,480 as set forth in Attachment 1.

-ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$ 26,400 in Federal funds (4TA7) and 20 percent of the eligible costs, up to a maximum of \$ 6,600 in Toll Revenue funds associated with the preliminary design activities and 80 percent of the eligible costs, up to a maximum of \$ 12,000 Federal funds (4TA7) and 20 percent of the eligible costs, up to a maximum of \$ 3,000 in Toll Revenue funds associated with detail design activities.

- ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$237,000 in (4HJ7) Federal funds associated with the actual construction activities. ODOT shall provide to the LPA 80 percent of the eligible costs up to a maximum of \$ 1,600 in Federal funds (4TA7) and 20 percent of eligible costs, up to a maximum of \$ 400 in Toll Revenue funds associated with construction engineering/inspection activities.

- These maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

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

LPA: CITY OF SPRINGFIELD

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Title: _____

Jerry Wray
Director

Date: _____

Date: _____

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	SOURCES			LPA FUNDS			FHWA FUNDS			TOLL REVENUE CREDIT			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT				\$ 26,400	80	4TA7	\$ 6,600	20	LNTTP				\$ 33,000
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS				\$ 12,000	80	4TA7	\$ 3,000	20	LNTTP				\$ 15,000
PROJECT CONSTRUCTION COSTS				\$ 237,000	100	4HJ7							\$237,000
INSPECTION				\$ 1,600	80	4TA7	\$ 400	20	LNTTP				\$ 2,000
INSPECTION				\$ 7,480	100	LNTTP							\$ 7,480
TOTALS				\$7,480			\$277,000			\$ 10,000			\$294,480

Request for Commission Action City of Springfield, Ohio

Item Number: 061-16

Agenda Date: 10/11/16

Today's Date: 9/28/16

Subject: RESOLUTION TO PROCEED for the 2016 Sidewalk, Curb and Gutter Program, Section No. 3
Selected Locations

Submitted By: Leo Shanayda, City Engineer

Department: Engineering

Contact: Leo Shanayda, City Engineer

<input type="checkbox"/> 14-Day Ordinance	<input type="checkbox"/> Emergency Ordinance (provide justification below)	
<input type="checkbox"/> 14-Day Resolution	<input checked="" type="checkbox"/> Emergency Resolution	<input type="checkbox"/> Motion <input type="checkbox"/> Contract

Prior

Ordinance/Resolution: 5924
16-99
5929
5933
5938
5941

Date of Prior

Ordinance/Resolution: 3/15/16
3/29/16
4/26/16
5/24/16
7/19/16
8/2/16

Summary:

The following is a list of Selected Locations recommended for inclusion in the Resolution to Proceed for SECTION #3 of Selected Locations in the 2016 Sidewalk, Curb and Gutter Program:

Section #3 Selected Locations include:

- 204 Raydo Circle
- 12-14 N. Fountain Avenue
- 1173 Selma Road
- 1903 Lagonda Avenue

Justification for Emergency Action: (use reverse side if needed)

This resolution to proceed must be approved as an emergency in order to allow the City Contractor a sufficient amount of time to complete the work prior to the streets being paved.

<u>Department/Division</u>	<u>Fund Description</u>	<u>Account Number</u>	<u>Actual Cost</u>
Engineering			\$-0-

A RESOLUTION NO. _____

Ordering the construction or reconstruction of curbs, gutters and sidewalks at Section No. 3 of Selected Locations of the 2016 Sidewalk, Curb, and Gutter Program, as enumerated in Resolution No. 5941, and declaring an emergency.

...oooOOOooo...

WHEREAS, the City Engineer has reported to the City Commission that service has been made with respect to the work required to be done by abutting property owners as hereinafter described and has been completed more than forty-five (45) days prior to such reports, which service of notice has been made pursuant to the provisions of Resolution No. 5941 adopted by this Commission; and

WHEREAS, said City Engineer has further reported that some of the property owners so served have failed to perform the work required; and

WHEREAS, it is the determination of the City Commission that the work ordered to be done must be proceeded with forthwith in order to accomplish the same during the present construction season, which this Commission finds creates an emergency to provide for the usual daily operation of the Engineering Department, necessitating the immediate effectiveness of this Resolution: NOW, THEREFORE:

BE IT RESOLVED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the City Engineer is authorized and directed to proceed with the construction or reconstruction of the sidewalks, curbs and gutters along the streets following where the property owners abutting thereon have been served notice to perform the work and have failed within forty-five (45) days of said notice to undertake performance thereof:

Section #3 Selected Locations include:

- 204 Raydo Circle
- 12-14 N. Fountain Avenue
- 1173 Selma Road
- 1903 Lagonda Avenue

Section 2. That the work shall be performed in accordance with the plans and specifications therefor now on file in the office of the Clerk of the City Commission and heretofore approved by this Commission.

Section 3. That the Clerk of the City Commission is directed to file a certified copy of this Resolution with the Auditor of Clark County, Ohio, within fifteen (15) days

after its passage in compliance with the requirements of Section 319.61 of the Ohio Revised Code.

Section 4. That by reason of the emergency set forth and defined in the preamble hereto, this Resolution shall take effect and be in force immediately.

ADOPTED this _____ day of _____, A.D., 2016.

PRESIDENT OF THE CITY COMMISSION

CLERK OF THE CITY COMMISSION

(Published: *Springfield News-Sun*

_____, 2016)

I do hereby certify that the foregoing Resolution No. _____ was duly published in the *Springfield News-Sun* on _____, 2016.

CLERK OF THE CITY COMMISSION